

Monday between 145:00

***Miamisport Manufactured Home Community***

76 Washington Ave Peru, IN 46970

Manager: 574-501-0139

**COMMUNITY RULES & REGULATIONS**

**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. Welcome to the ***Miamisport Manufactured Home Community!***

It is our desire that you and your family enjoy living here and will consider our community as your home.

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

**I. OCCUPANCY AND RENTAL**

1. **OWNERSHIP:** At least one member of majority age must be the titleholder of the home as the owner. The owner or owners of the manufactured home must be the resident and must occupy the manufactured home during the full term of the residency. Residency shall terminate if the owner does not occupy the manufactured home or if all occupants have not been approved and registered (exempting minors). Residency shall terminate if the homeowner or his/her immediate family does not occupy the manufactured home, unless prior written authorization has been obtained from management.

2. **LEASE TERMS:** The payment is considered late if it is received after the 5<sup>th</sup> day of the current month. A \$50.00 charge will be added to the balance due after the 5<sup>th</sup> of the month. **Rent payments will be first applied to outstanding balances.** The balance will not be considered "paid in full" until all fees or home payments due have been paid. A partial payment is still subject to penalties until it is paid in full.

3. **UTILITIES:** Except as provided herein, Resident shall pay as part of the rent due the full cost of all utilities servicing the premises including, but not limited to, natural gas, electric, water, sewer, telephone and cable or satellite television. Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from your home to the point of connection to the Park's main connector. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement. Rent specifically includes the payment of all utilities and fees.

4. **FEES:** Resident will also be responsible for all fees and charges incurred pursuant to the Community Rules, which are incorporated herein. All payments made will be first applied to any outstanding balance due.

5. **APPROVAL:** All occupants of a home shall be approved prior to commencing occupancy. An background check fee of \$40.00 per adult residing in the home shall be charged to residents moving into the community to cover the cost of credit and background checks. State law requires that all occupants of the home be registered with community management. A security deposit equal to one month of current lot rent is required.

If a resident has left the park for a period of three (3) months or more, then residency is deemed to have expired. If the former resident returns after this extended time period and seeks to reinstate his or her residency, they must apply for residency and agree to submit to a background check. Pre-approval is necessary to re-commence residency within the community.

6. **CRIMINAL BACKGROUND:** Residents are expected to conduct themselves in a manner that does not violate the law or rules of the public health council, the Indiana Manufactured Home 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.

A criminal felony conviction may affect the approval process for residency. If a person applies for residency but has a criminal felony conviction from the following offenses that occurred less than 10 years ago, you will be asked about the nature of that conviction as well as the date of the conviction:

- Sex Offender particularly those that were offenses against minors
- Drug possession and drug trafficking
- Theft
- Armed Robbery
- Burglary
- Rape
- Kidnapping
- Any other criminal conduct that would affect the safety or welfare of the others.

## **II. GUESTS, AUTHORIZED AND UNAUTHORIZED OCCUPANTS, SUBLEASING BY ANY RESIDENT:**

In the interest of providing a safe environment for our private community it is of upmost importance that we know who resides in the community and that each Resident meets the criteria for residency.

For that reason, the following must be adhered to by all Residents and a violation of any of these items will be grounds for eviction of the Tenant(s):



- a. The property will be used as a residence only for those approved Residents and approved occupants. Each occupant over the age of Eighteen (18) years of age must apply for residency if they 1) intend to remain as a permanent resident, 2) in fact, move into the Property and reside there for longer than a 72 hour period.
- b. At least one member of majority age must be the titleholder of the home as the owner. The owner or owners of the manufactured home must be the resident and must occupy the manufactured home during the full term of the residency. Residency shall terminate if the owner does not occupy the manufactured home or if all occupants have not been approved and registered (exempting minors). Residency shall terminate if the homeowner or his/her immediate family does not occupy the manufactured home, unless prior written authorization has been obtained from management.
- c. The Tenant may not sub-let the rented property, any common area or parking area to anyone without the Landlord' written consent. Any sublease or assignment of this Lease shall not relieve Tenant(s) from liability: for payment of rent or other charges or from the obligation to be bound by the terms of this Lease.
- d. Landlord must be provided with a list of all permanent Tenants in the home prior to the signing of this Lease.
- e. If, after the lease has been signed, should any other family member or individual come to live or reside in the home with the approved Resident(s) for longer than a 72 hour period within a one-month period, the Tenant(s) shall fully and truthfully apply for residency and permit Park Management to conduct a background check on each individual applying for such residency. Failure to permit Park Management to conduct a background check shall be grounds for termination of the unauthorized residency.
- f. Criteria Review as Background Check:
  - 1. Each applicant shall provide a list of their respective names to the Landlord;
  - 2. Each applicant shall have at least two (2) landlord references, given with telephone numbers and addresses for contact with the previous landlords;
  - 3. Each applicant shall submit to a credit check. If the credit check reveals that person fails to meet the creditworthiness for independent rental of the premises, that person's occupancy shall terminate upon the termination of the approved Resident with whom they reside and they shall vacate upon the termination of residency of the approved Resident;
  - 4. Each applicant shall submit to a criminal background check for the safety and welfare of all of the Residents of the Community. Any violent crime for which there is a conviction shall be grounds for disapproval whether misdemeanor or felony.
  - 5. Residents are expected to conduct themselves in a manner that does not violate the law or rules of the public health council, the Indiana Manufactured Home Commission or local regulations. Persons convicted of a felony or misdemeanor after their residency has commenced may have their residency terminated should that felony be of a violent nature or an aggression against minors.

6. Park Management reserves the right to determine whether the conviction would cause the potential for harm to the Community. The Community shall not wait until harm is committed to consider the applicant/occupant approved for residency.
- g. **GUESTS:** Occupants who stay in a home for a 72 hour period or less within a one-month period, whether consecutive or not, shall be considered guests. However, if the occupant resides in the Park for longer than a 72 hour period within a one-month period must undergo the application process to be approved for occupancy. Occupants are not the leaseholders yet are still subject to compliance with the Community's Rules for Residency.
- h. Any approved Resident shall be held responsible for the actions or inactions of the occupants of their home, including any failure to apply for residency in compliance with these rules. Should the unauthorized occupant remain in the premises without approval of Park Management over the 72 hour period within one month, consecutive or not, such inaction by the Resident to have his/her occupants approved shall result in the termination of the Resident's residency. If said occupants are not approved for residency, it shall be the responsibility of the approved Resident to terminate the unapproved occupancy and the Resident shall know that his/her residency shall terminate with the unapproved and/or unauthorized occupant
- i. The approved Resident shall be responsible for damage to any rented or Community property, the violation of any of the other terms of this Lease, the Rules (defined below), or any of the laws of this state, by any of the Resident(s)' family members or guests.
- j. No manufactured home shall accommodate or be occupied by more than two persons per bedroom including the owner (resident) and family or in accordance with local laws.
7. **TITLE:** Community management requires that a copy of the title to the home be on file with management.
8. **LIMITATIONS:** No manufactured home shall accommodate or be occupied by more than two persons per bedroom including the owner (resident) and family or in accordance with local laws.
9. **DEATH OF A RESIDENT:** If there is only one owner of the home and that person dies, a remaining spouse on the lease shall have the option of continuing residency in the community.
10. **ABSENCE FROM COMMUNITY:** A resident who is absent from the premises for 30 or more consecutive days without first notifying community management, and who is in default of rent, will be considered to have abandoned the property and management



and the residency expired. At its sole option, Management may dispose of the property and all remaining personal property as provided by law.

11. **ABSENCE FROM COMMUNITY:** A resident who is absent from the premises for thirty or more consecutive days and who is not in default of rent remains responsible for any and all maintenance of the leased premises as if the resident were present and in residence. Failure to maintain your leased premises will result in the termination of your residency.

12. **REINSTATEMENT AFTER ABSENCE:** If a former resident return after this extended time period and seeks to reinstate his or her residency, they must submit an application for residency and agree to submit to a background check. Pre-approval is necessary to re-commence residency within the community.

13. **DISABILITY:** Those persons seeking an accommodation for a disability must notify community management of the need for an accommodation and explain the accommodation needed. Management reserves the right to request medical or psychological verification of the disability and the accommodation requested by a medical practitioner. All physical changes, modifications or alterations to the community must first be submitted to Community Management for approval, which will not be unreasonable withheld. Management further reserves the right to request that a resident's accommodating facility or service meet the standards for occupancy of the community.

14. **TAXES & INSURANCE:** All residents are responsible for the taxes levied and charged to the home. Failure to keep taxes current will result in the termination of residency. A current copy of your homeowner's insurance must be provided to the Community Management showing the current insurance coverage for the home. The Resident is responsible for maintaining insurance for the home and its contents and should be prepared to produce a copy of the current insurance binder to Management upon request.

### **III. RESIDENCY RULES**

1. **LAWN CARE:** No resident shall fail to maintain his lawn and yard in a well-groomed manner. The premises shall not be used for storage except for patio furniture or barbecue equipment kept in good condition. If deemed needed, Community Management may, but is not required to, perform all work such as mowing, clipping, leaf-removal, and other services necessary to upgrade or maintain the yard. Residents will be billed at the current rates for material and labor. It is unacceptable to the Community to have offensive or discriminatory lawn ornamentation or decoration that is viewable by residents.

2. **UTILITY LINE MAINTENANCE:** Each resident must maintain in good repair any and all water, sewage, gas and electric lines or pipes inside and outside the manufactured home up to the point of connection with community facilities. If a resident causes any line or pipe to become clogged, or non-functional because of foreign matter, including but not limited to sanitary napkins, rags or paper towels, the resident must pay for restoring the line to service. In addition, resident is required to heat tape and insulate

all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.

3. **LANDSCAPING:** No landscaping changes, pruning, planting or digging, including but not limited to tree planting and other ground/landscape activities, may be made by resident without first obtaining approval from Management so that sewer, water, gas, electric, cable and other underground facilities may be identified and properly protected and community aesthetics may be maintained. No tenant shall move, alter, or remove any community landscaping. All landscaping installed by residents becomes part of the lot as fixtures and may not be removed upon termination of residency. Residents shall not dig or drive rods, stakes, pipes or other objects into the ground in any area in the community.

Any lawn maintenance that is neglected will result in a Notice to you. If you fail to follow-up and maintain your lawn, Management reserves the right to perform the necessary maintenance for which the resident shall be charged \$100.00 per hour.

4. **REPAIR CHARGES:** Repair of any underground utility lines, common areas, and other homes/buildings damaged by digging or planting on the premises will be charged to resident causing the damage.

5. **GARDENS:** Vegetable gardens may be permitted upon written approval from Community Management. Community Management reserves the right to place restrictions upon the size, type and location of gardens within the community. Planting vegetables in the landscaped areas is not permitted.

6. **STORAGE UNDER THE HOME:** Only tires, axles and hitches may be stored beneath the manufactured home. Firewood, or other combustible materials, must be stored in a safe place, off the ground, and not an excessive quantity.

7. **PATIOS, DRIVES:** Patios and driveways must be kept free of gasoline and oil stains. If damage to asphalt or concrete is caused by gasoline or oil leaks, resident must remove these stains, or charges for such removal will be assessed. Painting of concrete is not permitted.

8. **SNOW REMOVAL:** Sidewalks, driveways and patios must be kept clear by Resident of snow and ice.

9. **OUTSIDE STORAGE:** Standard yard and patio furniture, and an approved storage building are the only items permitted outside the manufactured home. Lawn mowers, garden tools, lawn equipment, toys, and auto parts must be stored in an approved shed.

11. **LAUNDRY:** Clothes, sheets, blankets or related items may not be hung outside the home for drying, or airing or other purpose.



12. **STORAGE SHEDS:** Each lot is permitted one shed and it cannot exceed the height of the home. Shed must be greater than 5' from a neighboring home. No metal or aluminum sheds.
13. **TREES:** The resident may trim trees with permission and agrees to maintain the trees on his or her lot so as to not cause injury or damage to their home or that of their neighbor. The Management will only spray trees to preserve them from disease; any other types of spraying will be done at the resident's expense and must first be approved. **Shrubs, bushes and other landscaping is permitted** however, the resident agree to maintain such landscaping at his or her costs. Once the landscaping has been secured to the lot, the landscaping becomes a fixture to the lot and shall not be removed except with Management's specific permission.
14. **PEST CONTROL:** 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.
15. **FENCES AND DECKS:** Fences are not permitted. Decks must be approved prior to any building and decks must have railings and must be underpinned with lattice or vinyl skirting.
16. **POOLS:** No swimming pools are permitted.
17. **TRAMPOLINES:** Trampolines are not permitted.
18. **SWING SETS AND PLAY AREAS:** Swing sets are permitted if the park does not have a community playground and if the resident is willing to sign a waiver. Jungle gyms, climbing walls, etc. are not permitted within the property. Sandboxes are permitted with a secured lid placed over the box while not in use.
19. **SECURITY CAMERAS:** No outside cameras 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. Cameras may be installed by Community Management in common areas only where the expectation of privacy is outweighed by the Community's security interests.
20. **SIGNS:** Residents may only display signs in the windows of their manufactured homes. Signs may not be larger than 18" x 24" in size. Flags may only be displayed by mounting them to a bracket affixed to the front of the manufactured home. Flags may not be larger than 3' x 5' in size. Signs and flags that are commercial advertisements, offensive, vulgar, threatening or which reasonably interfere with or disturb other residents' peaceful enjoyment of the manufactured home park are prohibited.
21. **DRONES:** The use of drones within the Community is prohibited.

22. **GARBAGE/TRASH:** All rubbish, garbage or trash cans must have a tight-fitting lid and must be kept out of sight whenever possible. Trash cans are to be put out in the morning of the designated trash day and removed in the evening of the same day.

#### IV. CONDUCT

1. **STANDARD OF CONDUCT:** Each resident and his guests shall conduct themselves in a manner in which will not disturb the peaceful enjoyment of the community by neighbors or other community occupants. Each resident and his guests shall conduct themselves in a manner of respect to the Community staff and its employees; harassment of other residents, their pets or employees of the Community will not be tolerated. Any offensive noise, (such as music, or vehicles) which disturbs the peace and enjoyment of the community residents, may result in a ban or restriction on the source of the disturbance, including eviction of the resident and/or his guests. Residents shall personally refrain from and forbid any other person on the premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part of the community premises. Excessive use of intoxicating liquors; use of abusive or vile language; speeding, indecency or disorderly conduct will not be tolerated anywhere in the community by residents, their families, and guests. Guests, and occupants are held to the same standard of conduct as are residents approved for the community.

2. **CHILDREN:** Each resident is personally responsible for the conduct of any children and guests, and will be liable for any conduct or behavior, intentional or negligent, which disrupts the community or the peace and enjoyment of any other residents or results in any damage to the property of the community or another resident. Community Management is not responsible or liable for any damage or injury caused by a resident, his children, or his guests to the person or property of another resident of the community. Children who are not supervised or controlled and who cause a disturbance of the peaceful enjoyment of the community will result in the supervising Resident's receipt of a material violation notice and given thirty (30) days to correct the behavior, situation or circumstances resulting in the disturbance of the peaceful enjoyment of the community. Two material rule violations may result in the termination of the residency of the parent(s) and or guardian.

Please be aware that children under the age of eleven (11) shall not be in the streets without adult supervision.

3. **CURFEW:** All parents are responsible for enforcing the community curfew for children under 18 years old. Minors shall not be permitted in common areas after 8:00 p.m. weekdays and 10:00 p.m. weekends. Weekday hours will be extended until 10:00 p.m. from Memorial Day weekend until Labor Day weekend has ended.

4. **VIOLATIONS/TERMINATION OF LEASE:** These Rules and Regulations are intended to protect rights, privileges, health, safety and welfare of all residents. Community Management reserves the right to terminate the rental agreement of any resident who disregards or violates these Rules and Regulations in conformance



with Indiana law. Management reserves the right to impose a \$100.00 fine for any Second Notices of Material Violation if the First notice is not complied with.

5. **ALCOHOL:** Alcohol must be kept on your lot and should not be seen. Pour it into a cup.

6. **VIOLATIONS/NOTICE OF MATERIAL VIOLATION:** Any tenant receiving two (2) violation notices within six (6) months may be asked to vacate the premises per Indiana law. These rules and regulations are intended to protect the rights and privileges and the peace, health, safety and welfare of the tenants. Community Management reserves the right to terminate the rental agreement of any tenant who disregards or violates these rules and regulations.

7. **NO SOLICITATION:** No resident, guest or other person shall peddle or solicit orders for the sale or distribution of any merchandise, device, service, publication, ticket, or other matter whatsoever without written consent of management. Mailboxes are federal property; no placement of solicitation can be placed inside a resident's mailbox.

8. **LAWS:** A violation of any law or ordinance of the city, township, county, state, federal, EPA, health department or any other entity that dictates to the community management will not be tolerated. Any police report written due to the action or conduct of any resident or guests of residents will be treated as material rules violation and may be used as grounds for eviction from the community.

9. **COMMERCIAL BUSINESS:** No resident shall conduct Commercial businesses within the community. This community is strictly a residential area.

## **V. PETS**

Two (2) pets per household are permitted, with each pet not to exceed thirty (30) pounds. No vicious dogs or dogs known to be vicious will be permitted as that is defined by Indiana law. No exotic animals may be kept in the community, including snakes, etc. No dangerous animal or animal which presents a health or safety risk to the community and/or its residents will be permitted. Unruly animals of any size, which disrupt the community or any area thereof, will be removed by resident upon request by Management.

1. The pet owner will see to it that residues are confined to the Resident's own lot and not left elsewhere within the community. All residue and/or damage from animals shall be removed and repaired by the resident, regardless if it is on another lot.

2. All pets must be licensed according to the law and must be current with all inoculations.

3. No dog runs are permitted, nor dog houses or fences in areas to contain any animal.

4. Indiana law requires that all dogs remain on leashes when walking the park under supervision. Loose dogs or those that encroach upon another lot within the Park is against the law and will result in a Material Rule Violation Notice. A short leash is required to prevent your dog from encroaching on neighboring lot.

5. Prior to the admittance of the dog into the community, upon the Landlord's request, the owner of the dog shall give to the landlord a written notice relative to the behavior and propensities of the dog which shall include:

(1) The name and address of place where the dog was procured;

(2) The age, sex, color, breed, and current registration number of the dog.

In addition, the Landlord shall answer the following questions, which shall be specifically stated on the form as follows which must be answered by the owner of the dog in writing:

"Has the dog ever chased or attempted to attack or bite a person? If yes, describe the incident(s) in which the behavior occurred."

"Has the dog ever bitten a person? If yes, describe the incident(s) in which the behavior occurred."

"Has the dog ever seriously injured or killed a person? If yes, describe the incident(s) in which the behavior occurred."

## **VI. EXTERIOR/INTERIOR OF THE HOME**

1. Community management reserves the right to maintain community standards that set forth the quality and condition of the exterior and interior of any manufactured home within the community. By signing these rules or waiving signature thereto, residents agree to reside within this community subject to the standards of the community. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.

2. The exterior appearance of the manufactured home and adjacent structures must be neat and clean at all times. Hand or power washing and waxing and exterior upkeep of the home is essential and must be done periodically. If such maintenance is not conducted by the resident, management will conduct or contract for the maintenance and bill the resident for such service.

3. All manufactured home accessories and equipment owned or used by a resident shall be maintained in good repair and kept neat and clean at all times. This includes all skirting which shall be maintained on every home.



4. Sheds: Standard yard and patio furniture, and an approved storage building are the only items permitted outside the manufactured home. Lawn mowers, garden tools, lawn equipment, toys, and auto parts must be stored in an approved shed. Each lot is permitted one shed and it cannot exceed the height of the home. Each shed must be greater than 5' from a neighboring home. Management is not responsible for any losses or damage to tenant's shed or stored items.
5. Hitches must be removed or concealed. It is not permissible to sell tires and/or axles from your manufactured home.
6. 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.
7. Aluminum awnings are the only type permitted. A drawing must be submitted prior to installation. Carports must be steel or aluminum and cannot have sides or backs enclosed. These must have prior approval from management.
8. Air Conditioners: The location of all window mounted or central air conditioners must be approved by management prior to installation. Units must be self-supporting.
9. Satellite Dishes: Must be mounted on the home and must be inconspicuous in location.
10. House Numbers: All homes must have house numbers on the exterior. Minimum 4" tall.
11. Window Treatments: Only standard shades, blinds, curtains, or other normal window treatments are permitted. Insulation, towels, sheets, and blankets are not permitted.

## **VII. PARKING AND MOTOR VEHICLES**

1. Motorcycles, mopeds, off-road, snowmobiles, mini-bikes, quads, tri-wheeled motor vehicles including motorbikes, and/or carts are not to be operated within the community for pleasure driving. Motorcycles must be driven directly to your lot observing the speed limit. Skateboards are also not permitted on the streets.
2. All motor vehicles must be operated by drivers licensed by the Indiana Bureau of Motor Vehicles in compliance with all applicable laws.
3. The maximum speed limit is 10 mph for all motor vehicles.

4. Motor vehicles not in working condition must be removed from the Community. Unlicensed, expired and/or inoperable vehicles will not be permitted to remain in the community.
5. There is to be no repair of motor vehicles within the community. Oil change, tire change and tune-up shall only be done in the area provided for this purpose by Management. Extensive mechanical repairs of motor vehicles are not permitted within the community (without express written permission of Management).
6. No trucks over  $\frac{3}{4}$  tons, commercial trucks, buses, heavy equipment, truck tractors, motor homes, boats, or trailers shall be placed or stored on any manufactured home lot. Residents must make alternative storage arrangements for these vehicles. RV's, motor homes and travel trailers may be parked on the street for a period not to exceed one (1) day for loading and unloading. (See community management for extended parking of any and all RV's.) Pursuant to State law, automobiles may not be parked on any unpaved portion of any lot.
7. No resident, guest or other invitee shall reside in, sleep in or otherwise occupy an automobile on the Park premises.
8. If a resident's driveway will not accommodate parking for overnight or weekend guests, contact the Management office to arrange additional parking facilities. Be considerate of other residents and do not block driveways or mailboxes with motor vehicles.
9. Each lot is permitted 2 vehicles. Any more requires approval from management. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.

#### **VIII. INSTALLATION AND REMOVAL OF A MANUFACTURED HOME**

1. Manufactured homes entering the community must be installed on the lot by any person licensed by the Indiana Manufactured Homes Commission. Management must be notified of the time of move, which should be between the hours of 8:00 a.m. and 5:00 p.m., Monday - Friday so Community Management may have an inspector present. Skirting must be installed within 30 days.

4. Installation of all manufactured homes must be inspected by an inspector licensed by the Indiana Manufactured Homes Commission. A "Final seal" occupancy permit must be affixed to the home, indicating that it has been approved to live in this home. The resident is required to obtain all necessary permits.



5. Only transporters of manufactured homes, properly authorized by the Indiana Department of Transportation and/or the Public Utilities Commission of Indiana, are permitted to move homes into 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 lot is the responsibility of the homeowner

6. No scrapping of the mobile home on the Community property is permitted. All homes sold, traded, gifted or title-transferred must be scrapped or dismantled for salvage off-site of the Community property.

**IX. NOTIFICATION OF SALE OF HOME AND FIRST RIGHT OF REFUSAL:**

Resident Agrees to grant the Community/Park "First Right Of Refusal" which means they shall allow the community to match the price of any genuine written offer in which the potential purchaser of the home intends to move the home from the community/park. The Community/Park will provide written notice to the resident within 14 days if the Community/Park does not wish to exercise its right to the "First Right of Refusal" offer.

**X. REQUIREMENTS FOR MOVING A HOME OUT OF THE COMMUNITY:**

If the community has decided not to exercise the "First Right of Refusal" and your home will be removed from the Community/Park the following requirements MUST be met before any preparations to remove the home can begin.

- A. A current copy of the Contractors Insurance Liability and Workers Compensation Policy must be provided to Management showing a \$2,000,000 coverage.
- B. A \$5,000 good faith deposit is required (Five Thousand Dollar). This deposit is to be held by the Miamisport Manufactured Home Park until completion of the work. At such time Miamisport Manufactured Home Community will inspect the premises for any damage resulting from the removal of the home. This includes the immediate premises as well as any and all Community/Park property. If the premises and Community/Park property are left clean and undamaged Miamisport Manufactured Home Community will immediately return the deposit. In the event there is damage to the premises or Community/Park property due to the removal of the home or the premises or Community/Park property due to the removal of the home of the premises or Community/Park property are not left in a clean and neat fashion then the deposit will be used to offset the cost of repairing said damages and/or clean up.

**XI. RESPONSIBILITY FOR INJURY**

1. The use of firearms, fireworks, or any projectile-shooting device 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. There shall be no open display of firearms inside the Community.

2. Any injury caused by a resident to another or the property of another will be the responsibility of the resident causing the injury or damage and such resident will reimburse the community for any loss resulting from such incident of damage or injury. Please be advised that this could be a terminable offense, ending your lease within the Community under Indiana law.

3. FIRES: Any open outside fires or burning of any type is strictly prohibited within the community. This includes, but is not limited to, bon-fires, campfires, or burning wood or any other combustible material. Contained commercial firepits have to be approved by management prior to use and must be supervised at all times.

4. LOSS: The management is not responsible for loss due to neglect, fire, theft, or accident. The community is private property. Residents, guests, visitors, service men, firms, and people enter the community at their own risk. The management assumes no responsibility for damages of any kind to anyone or to their property or their person.

## **XII. AMENDMENTS**

These Rules, Regulations and rental fees may be changed by Management by giving notice in writing of the change(s) and the effective date of the change(s) to all residents at least thirty (30) days prior to the effective date of such change(s). The resident agrees to be subject to all subsequent amendments and modifications to these rules and agrees without further signature to be bound and obliged by these rules and amendments and will comply with the same.

The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

The Resident(s) acknowledge having read all the stated rules and regulations herein and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Lease between the Resident and Community Management. The Resident(s) acknowledge receipt of a copy of these community guidelines for the personal records of the Resident.

The Resident(s) understand that these Community Rules apply to all members of their household, including occupants, guests and invitees. The Resident understands that it is the Resident's obligation to see that all occupants are approved prior to residency and that the Rules of this Community must be enforced by the Resident to all occupants and guests within the home.