# **Park Rules and Regulations**

for

# Castaways Estates of Indiana and Two Notch Management, LLC of South Carolina

#### SECTION A - GENERAL

**THE COMPANY NAME** - The company name and/or its symbol shall not be reproduced for any purpose whatsoever without the expressed written consent of the Community Manager.

TO ENSURE PLEASANT AND ENJOYABLE SURROUNDINGS- <u>Homes shall be maintained in a clean and attractive</u> <u>condition</u> by the resident and shall comply with all applicable laws, ordinances, and regulations of the state, county, city, or township, and community. To maintain a safe and pleasant environment please pay close attention to these rules:

- 1. All mowing and weeding need to be done weekly. If you do not have the equipment or are unable to do so, then you need to hire it to be done. This includes flower beds; they need to be neat and clean.
- 2. All light poles must have a white light. Poles must be black and have a house number on the poles for 911 calls.
- 3. All pets must be on a leash.
- 4 Sidewalks are for walking; no parking allowed on sidewalks.
- 5 Rent is due on the 1st of each month. It is late when received after the 5th of each month. Rent received after the 5th of each month will have a late fee of one hundred dollars (\$100).
- 6 The speed limit is 10 mph. This applies to residents and guests. Excessive traffic is prohibited.

GUESTS AND RESIDENTS - Guests who stay two nights per week without permission of management are considered residents. Guests may not become residents without approval from Castaways. All residents must sign a lease. Persons who are residing without signing a lease may be subject to a charge for trespassing. A written exception may be made by management on a case by case basis. Residents who have more than five vehicles per day visiting their home may be subject to an eviction after a warning.

PETS- There is an additional ten-dollar (\$10) per month pet rent per pet. ALL PETS MUST BE APPROVED BY MANAGEMENT WITH PRIOR WRITTEN CONSENT. <u>Dogs must be less than twenty-five (25) pounds</u>. No outside cats are allowed. <u>All pets must have proper vaccination and licenses.</u> Service and companion animals are exempt from fee and must have proper certification or doctors note. Pet owners are responsible for waste removal, supervision, sound control, and any damages caused by their pets.

**NOISE CONTROL** - It is always the purpose and intent of Castaways Management to guarantee freedom from disturbing noises of any kind. Public intoxication, loud talking or parties discharging firearms, bows and arrows, air rifles, or any other type of weapon that might endanger the health and wellbeing of any person, excessively loud television, radio, or stereos

heard outside the home are all activities that are strictly prohibited within our community. All noise must cease from 10:00 PM until 8:00 AM. The use of any type or class of fireworks is prohibited in the community and the immediate outside perimeter of the community.

**MISCONDUCT** - Loud parties, excessive noise, boisterous behavior, foul language, or any acts of misconduct which can be considered to be a nuisance to the community, as determined by the Community Management, or any unlawful acts will be cause for immediate eviction.

**CURFEW** - All persons under the age of eighteen (18) shall be on their homesite after 10:00 PM and not in the street, common areas, or other recreational areas. Curfew is a seasonal time that may change with the seasons. Community Management is responsible for setting the time for curfew. **Children under eighteen (18) must stay on the lot unless accompanied by an adult.** 

**SOLICITING** - No soliciting or peddling by private or commercial enterprises is permitted without the written approval of Community Manager. No liquor sales or commercial activity will be allowed.

COMPLAINTS - All complaints, which are not emergencies, must be reported to the Community Manager in writing.

**RESIDENTS MUST BE REGISTERED** - Each resident that is living in the community must be registered with the Community Manager and approved to live in the community. The registration form consists of information pertaining to the homeowner, the name and age of each person residing in the home, the manufacturer and type of model of the home, date entering the community, and date leaving. All residents and their guests must always show respect and consideration for their neighbors.

**CHILDREN** - Parents are responsible for the behavior of their children and all children are subject to the Rules and Regulations listed for the community. **Children are not permitted to take trash to the dumpsters.** 

**RIGHT OF ENTRY** - The Community Manager, or authorized representatives of the same, reserves the right of entry to the land upon which a manufactured home is situated for maintenance of the utilities and protection of the manufactured home community. The Community Manager may *enter* a manufactured home without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the home.

**SHELTER FACILITIES-** Shelter facilities for severe weather conditions, tornadoes, hurricanes, etc., are not available in this Community. During severe weather, residents are responsible for taking their safety precautions.

**REVISIONS** - Castaways reserves the right, from time to time, to revise, amend, or modify the Rules and Regulations. Residents will be notified of the rule revision thirty days (30) before the revision or addition to the Rules and Regulations being effective.

**EQUAL APPLICATION GUIDELINES** - The guidelines set forth herein are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these guidelines is the committed responsibility of the Community Manager. If you feel proper administration of these guidelines has not been maintained; the Community Manager invites you to bring these matters to our attention.

**RULES VIOLATIONS** - Violation of any community rule or regulation can result in resident eviction. Indiana Code allows owners of manufactured home communities the right to eject persons: "The owner, operator or management of any manufactured home community may reject any person from the premise for nonpayment of charges or fees for accommodations for violation of any regulation of the State Board relating to manufactured home communities or for violation of any rule of any community which is publicly posted within the community" (I. C. 16-41-27-30).

SALE OF ANY MOBILE HOME OR MANUFACTURED HOME -The sale of a home to a new owner must be approved. Before your home can be sold, the owner must check with management to comply with all community rules and regulations.

Prospective purchasers must pass a background check before sale of home is approved. All manufactured homes will be inspected by management before a transfer can take place when selling your home. All taxes will have to be paid and a completed Title must be available before a home can be sold. No open titles will be allowed in the sale of any home in the community. A proper move permit is also required to remove a home signifying that all property taxes have been paid on the home for the current tax period, and if applicable, all rent must be paid before a home can be moved.

## **SECTION B - HOME SET-UP/HOMESITE**

HOMESET-UP- Set-up of manufactured homes must be done by a reputable, licensed dealer, Service Company, Transport company, or other individuals approved by the Community manager to ensure a high quality of workmanship. Set-up must be inspected and approved by the Community Manager. Wheels and tires must be removed; however, axles, hubs, and springs must always be left on the manufactured homes. Homeowners must retain ownership of their homes' tires and axles. Tires and axles must be stored underneath each home or in an appropriate storage building. The home shall be set at a height prescribed by the Community Manager, local or state codes, and tied down or anchored with a device that meets local, state or federal requirements. Hitches and tongues must be removed before occupancy and stored under the home. Clothes dryers must be vented through the outside of the home and/or skirting. Neither the Community Manager nor their employees are licensed, set-up contractors, and assume no responsibility or liability for improper set-up.

**SKIRTING** - The skirting of the home must match the color of the home. All homes must be skirted within sixteen (16) days of occupancy with materials approved by the Community Manager. No flammable materials shall be allowed for skirting or bracing. **Skirting shall always be kept in good repair and appearance. Skirting with** multiple holes must be replaced to keep the appearance of the home in good condition.

**ELECTRICAL SUPPLY** - The electrical supply must be a four-wire supply system to meet with all local, state, county, or federal codes.

UTILITY SHEDS - Approved wooden utility storage sheds should be installed within sixty (60) days of occupancy. Only one utility shed will be permitted on each homesite, with location to be approved in writing by Community Manager. The maximum utility shed storage size is 8'x8' And may not be higher than the roof of the home. Any new installations require submission of a building permit and written approval of Community Manager. The Community Manager, in his or her sole discretion, shall determine what style of mini-barn or shed shall be allowed. All applicable local building codes must be met. Any necessary permits are the responsibility of the homeowner. All utility sheds shall be the manufactured, kit-form type and must be anchored to the base. They shall always be kept in good repair and a neat and orderly condition. Additional concrete, asphalt, or wood required to enlarge a shed foundation is the direct responsibility of the resident but must be included on the Building Permit and approved in writing by the Community Manager.

**AWNINGS** - All types of awnings, such as door, window, or carport, must be fabricated of aluminum, specifically designed for awning applications and installed safely. All awning installations must be submitted to the Community Manager on a Building Permit and approved in writing by the Community Manager before purchase and/or installation.

**FIREPLACES** - Wood or gas-burning fireplaces must be installed by a qualified, licensed person, who is approved in writing by the Community Manager. The fireplace must follow all applicable state and local regulations. Any permits that are required are the direct responsibility of the Resident. Chimney stacks must be installed through the manufactured home roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard in the community.

Chimneystacks cannot be constructed through the sidewall of the manufactured home. Residents with fireplaces must store their firewood in a neat and orderly manner to deter fire and rodents. Wood must be stored on a neatly built rack, a minimum of twelve (12) inches above the ground. There is a maximum of one (1) half cord of wood permitted to be stored on site. A new fireplace installation requires a Building Permit to be submitted to the Community Manager for written approval.

HOME ADDRESS - <u>Each resident is required by Indiana State Law to display their street address (Lot number) on the</u>
<u>front of the home facing the street in numbers that are a minimum of three inches (3") high</u>. Address numbers shall be a contrasting color to the home and must be legible from the street at all hours. Owners or management reserve the right to approve or reject the numbers chosen by the residents. (I.C. 16-41-27)

**STEPS** - New step construction requires a Building Permit to be submitted to the Community Manager for written approval before installation or construction. Steps must be either concrete or vented Fiberglass, or treated lumber built to a design approved by the Community Manager, with a handrail. The hollow opening on the backside of cement or fiberglass steps cannot be used for storage. The open side must face the manufactured home, or, if visible, must be closed off with material consistent to the decor of the steps or the manufactured home. All manufactured homes must have two (2) sets of steps or decks, approved by Owners or Management. The placement, maintenance, and repair of the steps to the home are the sole responsibility of the homeowner.

**DECK** - New construction or installation of a deck requires a Building Permit be submitted to the Community Manager for written approval before work begins. All decks must be constructed of pressure-treated lumber. Steps require at least one handrail. The minimum size for a deck is 6' x 8'. Skirting around the deck is required and must be the same type as that on the attached home. Decks must be built in a timely manner. **A partially completed deck may, after a warning, subject a resident to an action for eviction.** 

AIR CONDITIONERS - The installation and operation of central air conditioning units must be approved by the Community Manager before installation. Central air conditioners must be set up on a solid cement slab or Fiberglass foundation platform designed specifically for this type of installation. Central air conditioning units must be located on the back door side of the manufactured home and must be installed according to city-township building codes. Window air conditioners must be braced to the home with metal angle braces or chain braces. No wooden bracing or bracing to the ground or cement work will be permitted. Central air conditioners may require local permits. CAUTION: All central air conditioners and many types of window air conditioners will require additional electrical service. Be careful not to overload your electrical circuits. A licensed electrician must perform all electrical work. Winter air conditioner covers must be neat in appearance.

HOMESITE - There will be no outside storage of any kind permitted on the homesite. All covered garbage containers, tools, lawnmowers, toys, etc., must be kept in a utility shed. Each resident shall keep their homesite neat and free of litter. State Law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces. (I.C. 16-41-27) Winter protective devices used to prevent heat loss (such as plastic over windows, door, etc.) cannot be installed on the exterior of the home. Each resident shall be responsible for the exterior of the home. Each resident shall be responsible for mowing, trimming, fertilizing, weed control, leaf collection, limb removal, and general maintenance of the homesite and shrubs. Any neglected homesites, including, but not limited to those needing cutting of grass; a collection of litter; removal of dead trees, shrubs, or weed control; will be maintained by Community Maintenance Personnel at a minimum charge of Forty dollars (\$40). If you do not take proper care of your lawn, Management can charge forty dollars (\$40) per time of mowing and can take over. Storage under the home or/on the open homesite of boxes, bottles, cans, trash,

garbage, equipment, or objects that constitute a fire or health hazard, or unsightly appearance is not permitted. All tents are prohibited on site. There will be no trash or leaf burning in the community. Each resident is cautioned against driving rods, stakes, pipes, etc. into the ground or digging in an area without first checking with the office. Many types of underground installations might be endangered by indiscriminate action. Any type of damage caused by the resident will be charged to that resident. Any changes in home size, space arrangement, home additions, or attachments to the exterior of the home must first be approved by the Community Manager in writing to ensure compliance with community requirements and/or existing local and state building codes. Any necessary permits are the responsibility of the Resident. Installation of any type of screen housing, vegetable gardens, or landscape items requires utilities, local and/or state codes, or aesthetics of the Community. No fencing will be permitted on any homesite. The exterior of your manufactured home must be washed every year. Owners and Management reserve the right to require any residents living in a home fifteen (15) years or older to update and improve the home (i.e., windows, siding, skirting, etc.) or be subject to removal of the home at any time. Absolutely no swimming pools, basketball hoops, trampolines, firepits, or swing sets are allowed in the yard of any home.

**WINDOWS** - Any covering for the windows must be an item specifically designed for that purpose such as drapes, curtains, blinds, etc. No other covering will be allowed, such as sheets, blankets, towels, flags, etc. Clothing lines or racks are prohibited on or around the home. Any manufactured home entering the community, or any existing home shall not have a window air conditioner unit installed unless approved by Owners or Management. Only central air systems are approved. This rule shall not apply to homes with existing units, but no replacements will be allowed. If a home with an existing unit is sold, the unit must be removed.

**LANDSCAPING** -All landscaping improvements shall at once become a part of the real property of the Community and belong to the Community. They shall remain with the Community and be surrendered with the homesite unless the Resident is given written permission by the Community Manager to remove any landscaping. If written permission is given, the Resident must repair any damage to the real property caused by the removal of any landscaping. Any damage not repaired will be completed by Community Manager and all costs will be deducted from any refundable portion of Resident's security deposit.

**SIDEWALK, PATIOS, PARKING SPACES** - These areas that are allocated to each homesite shall be swept and kept clean of dirt, debris, snow, and ice by the Resident. Salt shall not be used to melt ice as it destroys asphalt and concrete. All snow must be piled onto the lawn area and not piled in the street.

#### **SECTION C - RENT / UTILITIES**

**RENT STRUCTURE** - Monthly homesite rent may be determined by location, facilities, and additional codes. The rents are due and payable on the first day of each month at the rent drop box. A late charge of one hundred dollars (\$100.00) will be charged for any payment made after the fifth (5th) of any month. Any rent payment made after the grace period ends, which does not include the service charge, will not be accepted without the Community Manager's approval.

All changes affecting your rent structure must be in writing and delivered or mailed to the Community Manager. The Resident will be charged Forty Dollars (\$40.00) for each check returned to the Community Office by any financial institution for any reason. If no rent is paid by the fifth, you will be given a ten-day notice. If it is still not paid with the \$100 late fee after the ten-day notice is given, you will be evicted.

**LATE CHARGE STRUCTURE** - Rent paid after the fifth (5th) of the month will be subject to the following late charges: One Hundred dollars (\$100.00) late fee. The late charge will be added to any rent balance which is delinquent under the above schedule and it will then be turned over to our attorney for collections, which could add court costs and attorney fees.

#### **SECTION D - DELINQUENT RENT**

- A. Residents who have not paid their rent by the end of the grace period on the fifth (5th) of the month will be sent a legal notice by Community Manager for non-payment of rent. Delinquent rent not paid in full by the last day indicated on the legal notice may cause legal action to be instituted by the Community Manager. If legal proceedings are begun against a Resident in the court of proper jurisdiction, then Resident may be subject to pay any non-refundable fees and/or charges, all expenses and costs reasonably related to these proceedings including, but not limited to, the following:
  - 1. Preparation and filing of Summons of Complaint
  - 2. Any court appearance by Community Legal Counsel
  - 3. Drafting and filing any additional pleading
  - 4. Drafting and filing Proceedings Supplementals and any fee or charge required for service and enforcement of an Order to recover possession of the premises.
- B. All delinquent payments made will first be credited to accrued late charges, then to any attorney fees or court costs owed, then to any returned check charges owed, then to any returned check charges owed, then to any other charges owed to the community, and lastly to delinquent rent.
- C. For those Residents to whom cable service is provided as a part of their Lease Agreement with Castaways, the Community Manager reserves the right to at any time and without notice to the resident, contact the providing cable company and discontinue and terminate the cable service supplied to that resident site in the event a resident is delinquent on rent. The resident will be responsible for and shall incur all charges assessed by the cable company in association with both the discontinuing of the cable service and the reinstallation of cable service. Such reinstallation will only occur upon the Community Manager's approval. The Community manager may but is not obligated to approve reinstallation only if the delinquent resident becomes current on the payment of their delinquent rent amount and all other charges including, but not limited to, those outlined in paragraph B.

### **SECTION E - MISCELLANEOUS**

**DOWN PAYMENT** - A nonrefundable down payment is required of all Residents before their home being placed on the homesite or transfer of ownership of a home already located in the Community

REFUSE AND GARBAGE PICK-UP - This service is currently furnished to each homesite by Management. All garbage must be placed in garbage bags. All garbage bags must be placed in the dumpster provided. Plastic garbage bags ONLY. Newspapers and magazines must be placed in plastic bags. Residents shall not place garbage or trash on the ground by the dumpster.

Placement of items too large to fit in a closed trash bag in the dumpster Is prohibited. Three {3} violations regarding refuse shall lead to eviction proceedings. Residents are required to keep their homesites free of health and fire hazards. Children are not permitted to take trash to the dumpster without supervision of an adult.

**UTILITIES-** All residents are responsible for paying their own utilities.

**INSURANCE** – All residents shall show proof of Insurance on their mobile home.

**TELEVISION** - Underground television cables may be provided to each homeslte. If so, the Resident may not tamper with any part of the community television or satellite system.

**ANTENNAS AND SATELLITE DISHES** - No outside antennas or satellite receivers of any kind are permitted unless the Resident has written authorization from Community Manager.

RESPONSIBILITY FOR REPAIRS - Management shall be responsible for the maintenance and repair of all water and septic lines below grade level. All other utility lines are the responsibility of the individual companies servicing the Community and Residents. The resident shall be responsible for all repairs and/or damage of water and septic lines above ground. Should any underground damage be caused indirectly or directly by the Resident (such as water freezing due to malfunctioning heat tape; digging), the damage will be repaired by Community Manager and charged to the Resident. If septic back up is traced directly to the actions or neglect of a Resident, Community Manager shall perform the repairs at the expense of Resident. While the Owner and Management of the community will strive to assure the safety of residents and their property, they are not responsible for any losses due to downed trees, fire, theft, accidents, or any situation that could be deemed an "act of God". You, the resident, are hereby notified that you assume the risk in such matters. For any accident or injury on any lot, the resident of such lot shall indemnify and hold Owners and Management harmless of any claims by such person.

**CHEMICAL SUBSTANCES** - No chemical substances are permitted to be discharged into the septic system. This includes, but is not limited to; oil, gas, kerosene, or other such chemicals as are prohibited by State and Local Government. The resident agrees to indemnify Castaways for any costs or expenses incurred for violations of this provision. The resident is responsible for the actions of all family members, guests, or other users of their homesites regarding the introduction of any substances into the water and/or septic systems.

#### **SECTION F - VEHICLES**

**VEHICLES**-The maximum space per lot is two (2) cars/vehicles. NO PARKING ON THE GRASS OR CEMENT PATIO. <u>Vehicles parked within the Community must have current license plates and be operable. Storing a vehicle is not allowed.</u> The exterior of the vehicle must be in good condition with no broken glass, no flat tires, no missing body parts (hood, fender, door, etc.), and no leaking fluids from the engine. The Resident shall be responsible for the cost to repair and/or cleanup any damaged asphalt/concrete if Community Manager deems said repairs and/or cleanup are due to Resident's neglect of vehicle or oversight of responsibility. Trucks parked within the Community must be less than one-ton, must not have dual wheels, stake beds, or contain unsightly service equipment mounted or carried in the bed. Management has the right to tow any vehicle which is not permitted in the Community at the owner's expense to an area outside the Community. Any vehicle with a missing or defective muffler is not allowed.

**VEHICLE WASHING** - Residents may wash their vehicles only in their driveways if there is no watering ban in effect. Biodegradable soap must be used.

**VEHICLE REPAIRING** - Resident may make minor vehicle repairs (such as changing spark plugs, points, fan belts, tires, batteries, etc.) to their vehicle in the driveway. Major repairs (such as oil changes, replacing mufflers, brakes, transmissions, engines, body refinishing, etc.) are never permitted. Vehicles may not be put up on ramps or blocks for any reason. Residents are required to clean up oil deposits caused by their vehicles or vehicles driven by their guests

TRAFFIC REGULATIONS- The posted speed limit of 10 MPH shall be obeyed by all Residents and their guests. Violators shall be issued violation notices that may lead to eviction proceedings being filed after the third (3rd) notice. Guest vehicles must be parked in the Resident's driveway, in common parking areas, or driveways at vacant sites. No vehicles are parked on the

street. Excessive Traffic is Prohibited. Excessive traffic of more than five visitors a day may lead to the eviction of a resident after a warning.

**MOTORCYCLES**- Licensed motorcycles may be ridden for ingress and egress only. Motorcycles must have quiet mufflers and be operated by the Resident only. All motorcycles must be parked or stored inside a shed or in the driveway. No motorcycle may be started between homes and must be pushed to the street. Operation of mini-bikes, mopeds, dirt bikes, snowmobiles, 4- wheelers, side by sides or any other type of unlicensed vehicles is prohibited in the Community.

RECREATION EQUIPMENT - Boats, trailers, motor homes, unmounted truck campers, and snowmobiles may not be stored on a homesite or in a community parking area. If there is an RV Storage Area in the Community, Residents may gain access through a written agreement with the Community Manager. If the Community provides no such storage, it is the Resident's responsibility to locate and utilize off-site storage for recreation equipment. Van-sized mini motor homes may be permitted to be parked at a homesite when used as a second vehicle and when written approval is given by Community Manager. Neither Management, nor its sole owners, assumes any responsibility for fire, theft, vandalism, or damage of any nature to items stored in the RV Storage Area. All Residents using this area will be responsible for carrying adequate insurance coverage on their equipment.

PARKING - Off-street paved parking is provided for two (2) cars for each homesite. No parking is permitted on sidewalks, streets, patios, or lawns. Emergency vehicles need an unrestricted right-of- way. Vehicles illegally parked will be towed out of the Community at the owner's expense. Vehicles parked in the Community parking areas and left unattended for an extended period will be towed out of the Community at the owner's expense. Additional parking of like kind (asphalt or concrete) may be installed at the sole expense of the Resident with the written approval of Community Manager. Parking of any vehicle is prohibited within ten (10) feet of any fire hydrant located in the Community.

#### READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this	day of	, 202	
Resident: (I/We signify by our signature(s) that I/V that is contained herein).	Ve have received a	copy of and read this agree	ement and hereby agree to all
Signature		Signature	e

Management

Date

Effective date: July 1, 2025