

# **Community Rules & Regulations**

*Last Revised  
June 9, 2023*

*For more information, please contact us at (980) 939-6633.*

# Community Rules & Regulations

Welcome to our Community! The following Community Rules are designed to contribute to everyone's safety, property protection and privacy, and to ensure that your residency is pleasant and enjoyable. Our Rules are designed to maintain our Community in an attractive condition both for our residents and for the surrounding community.

All residents and occupants of our Community are subject to all of the terms and conditions of the Rules set forth herein. Additionally, any rules that are posted in our Community form part of these Rules, and must be observed by all residents and their guests. Fines may be assessed and applied to accounts for non-compliance.

These Rules are subject to revision and change by the Owner with two weeks written notice to the Resident. Long-term Residents of the Community may petition to be grandfathered from enforcement of certain rules that were in effect prior to the Owner's purchase. Any such requests must be made in writing and Management may approve or deny for any reason or no reason.

## A. HOME AND LOT OF EACH RESIDENT

1. **Compliance:** Each Home and lot shall be attractively maintained by the Resident and shall comply with all applicable laws, ordinances and regulations of the County of residence as from time to time amended.
2. **Additions or Alterations:** Any and all additions to the Home, including decks, swing sets, trampolines, awnings, etc, must first have written approval from Management before construction is begun.
3. **Lawn Care:** If a lawn service is not used, Residents are responsible for cutting their lawns at least every two weeks during the grass growing season and whenever grass exceeds eight (8) inches in average length throughout the year. The Owner shall have the right to mow the Resident's grass if, in the opinion of the Owner, the grass is too high and shall have the right to charge the Resident a reasonable fee for service. Residents have the responsibility to maintain in good condition the lawn and where bare spots occur, to replant as needed. ***Under no circumstances shall Resident use a weed eater to trim grass next to any Home that has vinyl underpinning.*** A suitable weed killer should be used to keep grass and weeds from growing next to Home.
4. **Landscaping:** Any plants, shrubs or trees that are present now or are added in the future are and remain the **primary** care responsibility of the Resident and must be maintained in a neat, trimmed condition ***at all times*** by the Resident at the Resident's cost. Removing or adding to the shrubs and trees on the Lot requires the **prior written permission** of the Owner. The Owner must first approve any tree planting or major pruning by the Resident. The Owner reserves the right to remove or prune any tree or shrub on the Lot or in our Community. Any and all items planted will need to be kept properly trimmed at all times by the homeowner.
5. **Storage Shed:** One storage shed outside the Home shall be allowed provided it is placed on the Lot at a location approved by Management in writing. It may not exceed 144 sq. ft. (12x12) in size and must be finished on the exterior with material and color to complement Home. Any ***installed sheds must be of new construction only*** unless

otherwise approved by Management. Decorative lattice must be placed around the bottom of the shed if the distance from ground to building floor is greater than six inches.

Applications for a building must be submitted to the office for approval prior to bringing a building on-site. A deposit is required to cover any damage to the Lot caused by the storage building during installation or removal.

6. **Carpports and other Outside Structures:** Carports and any other additions or structures on the Lot must be approved in writing by Owner before construction begins. Management reserves the right to reject any structure on the Lot for any reason.
7. **Antennas:** Resident is not permitted to install antennas or other reception devices that extend higher than 12 feet above a roofline or satellite dishes larger than eighteen (18) inches in diameter of any type, without written permission from Owner. Installation locations for all outdoor antennas or dishes must be done at the rear one-third (1/3rd) of the home. No digging or other installation, other than directly on the home, may occur without Owner's prior approval.
8. **Sewer Service:** The Owner shall provide adequate wastewater disposal that is properly connected to a public sewage system or septic tank. The Owner will pay for pumping out the septic tank, if required, no more than once every three years. Any additional pumpouts will be paid by Resident. *The Owner cannot warrant that the septic system will be suitable for additional water usage from a washing machine, etc., and reserves the right to restrict or forbid the use of washing machines in a home.*
9. **Clothes Drying:** Clotheslines and clothes drying outside the Home **are not permitted.**
10. **Window Treatments:** Window coverings for all windows are required and can consist of curtains or mini-blinds. The backs of curtains as visible from the outside of the home should be a neutral light color (white or off-white). Not allowed are sheets, blankets, clothing, aluminum foil, trash bags or other similar types of coverings. Window tinting is not allowed. Broken mini-blinds must be replaced by Resident in a timely manner or a fine will be applied to the account.
11. **Fences:** Resident is not permitted to construct or cause to be constructed a fence in the Community without Owner's prior written approval. Fences are not normally allowed in the Community except in special circumstances.
12. **Digging:** There will be no digging, trenching, driving of stakes or embedding of any objects in the ground without the approval of Management. This is to prevent a possibility of damage to underground utilities or septic tanks. Any damage done to an underground utility by the Resident shall be repaired at the Resident's expense.
13. **Fires:** No fire pits or open fires of any kind are allowed.
14. **Inspection and repairs:** The Owner (including its authorized representatives) may enter the Lot during reasonable hours, or at any time during an emergency, to inspect the home and Lot with regard to compliance with these Rules and with the law, or to erect, use and maintain pipes and conduits in and throughout the Lot, or as the Owner may deem necessary or desirable.
15. **Upkeep:** All lots must remain clear of all clutter, refuse, trash, toys, etc. at all times. Residents are required to keep grass, flowers and other landscaping in a trimmed and neat appearance at all times. Proper arrangements will need to be made for the disposal of all lawn debris.

## B. CHILDREN

1. **Supervision**: Parents are responsible for the actions of their children at all times. Children under the age of 9 must be supervised by an adult at all times and never allowed to wander through the park without adult supervision. It should be remembered that when a child leaves their yard, they are in someone else's yard or park property. Resident is responsible for any and all damage done by their minor children in the Community.
2. **Curfew**: Children and youth under the age of 18 shall not be out without adult supervision past dark or 9 p.m., whichever comes first.
3. **Small Toys**: Children's toys must be collected after play and not left scattered throughout the yard.
4. **Large Toys**: No swing-sets, slides, sandboxes, etc. will be permitted without approval due to damage to grass and soil erosion. If approved, Resident shall be responsible for restoring the property to its former condition upon moving. **An additional deposit will be required** to cover any repairs needed to the Lot once Resident leaves. Before approving any large equipment, Resident must provide proof of either homeowner's insurance or renter's insurance, with the Owner listed as "additional insured."
5. **Basketball Goals**: Permanently fixed basketball goals are not allowed. Movable goals are allowed but must be placed behind the home when not in use and not left by the road.
6. **Pools**: Pools are not allowed except for "kiddie pools" not to exceed eight feet in diameter and no deeper than 12 inches of water.
7. **Damage**: Parents will be held financially responsible for any damage which their children or their children's guest cause to other homeowner's property or to park property.

## C. GUESTS

1. **Responsibility**: The Resident assumes full responsibility for his/her guest's conduct and behavior, and will be held liable for any and all damages caused by him/herself, all guests or others that occur within our Community.
2. **15 Day Rule**: No person who is not named in the Lease as Resident may reside in a Home for more than 15 days unless they receive prior written approval of the Owner.
3. **2 per Bedroom**: No more than two individuals per bedroom may temporarily or permanently reside in a Home at any time.

## D. GARBAGE

1. **Dumpsters**: Resident is responsible for removal of all trash located in and around his home. If onsite dumpsters are provided, Residents are to keep the lids on the dumpsters closed at all times and all trash around the dumpster picked up.
2. **Curbside Pickup**: If curbside pickup of trash is used by Resident, then the outside trash can may not be left at the edge of the road for more than 12 hours before, and 12 hours after, the expected pickup time. Otherwise, the trash can must be kept out of view from

the road. All household trash must be bagged and in the bin, never by the side of the bin. The trash collection company will not pick up anything outside of their bins.

3. **Outside Trash:** No trash may be left outside of Resident's home for any length of time. A fine of not less than \$25 will be assessed for violators.
4. **Screening:** Any outside garbage cans or recycling bins must be screened from view at all times.
5. **No Burning:** No burning of trash, leaves or other materials is allowed in our Community.
6. **Large Objects:** Large boxes, old toys, bedding, old furniture, and appliances may not be placed in onsite dumpsters (if provided) or left at the edge of the road, and are the responsibility of the Resident to dispose of in a proper manner.

## E. MAILBOXES

1. **Installation:** Mailboxes are the responsibility of Residents to secure and install if desired.
2. **Cluster Boxes:** Where cluster mailboxes are provided for the convenience of Residents, Residents may request a key and a key deposit may be required.

## F. PETS

1. **Approval:** The Owner controls the pet population without exception. No pet, whether mammal, bird, reptile, insect or arachnid may be brought into our Community or acquired after occupancy commences **without the prior written approval of the Owner**. The maximum allowable number of pets per Home, if approved, is two unless written permission is given by Management for more than two. Resident shall pay a **weekly fee of not less than \$10 for each unapproved pet** (plus a nonrefundable pet deposit) kept and are subject to eviction if the unapproved pet is not removed. Pet applications must be submitted online and approved before the animal is brought into the Community.
2. **Fish Tanks:** Residents who rent their Home in our Community, or who are renting to own, may not have a fish bowl exceeding five (5) gallons in size. An additional deposit will be required for keeping of a fish tank.
3. **Spayed:** All pets must be spayed or neutered and must be kept primarily indoors.
4. **Shots:** Pets must be inoculated (e.g., for rabies) as required by local law. Proof of vaccination must be provided.
5. **Weight:** The **maximum weight** a pet can reach when full grown is 35 pounds.
6. **Leashes:** Any pet approved by the Owner must be **kept on a leash at all times** when outside the home. Fines will be applied to accounts if pets are seen off-leash, or tethered and unattended.
7. **No Chaining:** No unsupervised chaining or tethering of pets will be permitted.
8. **Dog houses:** No outside houses (e.g., dog houses) or containers for pets are allowed.
9. **Withdraw Approval:** Owner may, at any time, withdraw its approval of any pet of Resident. Owner shall not be required to give any reason for its withdrawal. If Owner withdraws its approval, Resident shall remove the pet in question within 48 hours of receiving notice of Owner's withdrawal of its approval.
10. **Aggressive Breeds:** Breeds of animals that are considered to be aggressive **will not be permitted** in our Community or on the Lot under any circumstances. (*Examples include*

*Rottweilers, Dobermans, Pit Bulls, Pit Bull mixes, Bull Terriers, American Staffordshire Terriers, Wolf hybrids, German Shepherds, Chows, Catahoula, and Presa Canarios.)*

11. **Forbidden Pets:** A partial list of pets that are not allowed include ferrets, rabbits, snakes, large breed birds, large rodents, large reptiles, monkeys, pigs, and most exotic pets.
12. **Pet Cleanup:** It is the responsibility of the Resident pet owner to **clean up after his pet, including pet poop,** and to keep the pet off the lots of other Residents. Pet owners are responsible for any and all damage done by their pets, whether to their Home, Lot, any common property in the Community, or the property of other Residents or their guests.
13. **Breeding:** Breeding of pets or keeping of livestock or poultry are not permitted.
14. **Service Animal:** When a pet is a registered service animal, our policies may be modified if they conflict with federal law. To be approved as a support animal and in particular to legally qualify for an emotional support animal (ESA), you must provide a letter from a licensed mental health professional (therapist, psychologist, psychiatrist -NOT your family doctor) on his/her letterhead that states that you are under his/her care, are emotionally or psychiatrically disabled, and that he/she prescribes for you an emotional support animal. The letter should specifically explain how the animal will assist you with your disability.
15. **Emergency Care:** Residents must provide the Owner with contact information of at least one individual who is willing to take care of Resident's pet(s) in the event that the Resident is unable to do so.
16. **Removal:** Resident agrees that Owner may remove any pet from any rental or rent-to-own home at any time Owner has sufficient reason to believe the pet is not being cared for by Resident.

## G. EXTENDED ABSENCES

1. Residents planning to be away on vacation or extended absence should:
  - a. Notify Management of expected departure and return dates
  - b. Provide post-dated rental checks for the period
  - c. Arrange for maintenance of their lawn and Home, and advise the neighbors
  - d. Provide emergency contact information to Management.

## H. VEHICLES

1. **Maximum Number:** A maximum of two (2) vehicles in good repair and appearance will be allowed per Lot and are to be parked in the driveways provided. All vehicles must be registered, licensed, insured, and in operable condition at all times.
2. **No Parking On Grass:** There will absolutely be no driving or parking on the grassed areas at any time for any reason. Parking is to be in approved areas only. **Vehicles may not park past the front of each home** without written permission from Management. Fines will be applied to accounts for non-compliance.
3. **Repairs:** Major repairs are not to be done in our Community. Repairs on vehicles are limited to minor repairs that can be completed in one day. The vehicle cannot be left unattended while on ramps, a jack, etc. Any repairs involving fluids such as oil,

transmission fluid, etc. are not permitted. Such repairs will need to be done off of park property.

4. **Large Trucks**: No trucks larger than  $\frac{3}{4}$  ton are permitted.
5. **Unauthorized**: No campers, boats, small trailers, motor homes, etc. are to be stored in the community unless stored in a designated storage area.
6. **Speed Limit**: The speed limit in our Community is 10 miles per hour. Violators will be fined.
7. **Noise**: Noisy vehicles including but not limited to all-terrain vehicles, hot rods or other disturbing vehicles are not allowed in our Community.
8. **Commercial Vehicles**: No large commercial vehicles nor any attachments to vehicles will be permitted.
9. **Off-Road Vehicles**: Only properly street licensed motorcycles will be permitted in the subdivision. No trail bikes, mini-bikes, go-carts, four wheelers, etc. will be permitted.

## I. GENERAL CONDUCT

1. **Good Conduct**: All Residents are expected to conduct themselves in a manner that will not be disturbing to other Residents in the community.
2. **Respect Privacy**: Residents must respect the rights and privacy of other Residents at all times. The Owner shall have the right to terminate the Residency Agreement for repeated violations.
3. **Quiet Hours**: Our Community maintains quiet hours from 10:00 p.m. through to 8:00 a.m. All noise, in particular noise from entertainment, equipment or machinery must be curtailed during these hours so as not to disturb neighbors.
4. **Parties**: Loud and annoying parties are not allowed at any time.
5. **Guests**: Residents are responsible for the conduct of their guests at all times while they are in our Community.
6. **Language**: Abusive or offensive language is prohibited in our Community.
7. **Trespassing**: No person is allowed to trespass on another Resident's Lot without that Resident's permission, except in an emergency.
8. **Weapons**: The discharge of firearms, fireworks, pellet guns, slingshots, bow and arrows, spud guns, etc. is not permitted in our Community.
9. **Laws**: Usage of the Home for any violations of any federal, state, local law or park rule will be considered a termination of the Residency Agreement and result in immediate eviction of the Resident from the community.
10. **Breach of Rules**: Any breach of these Rules by the Resident will be considered a breach of a material term of the Residency Agreement, and may result in a Notice to End Tenancy or other penalty.

## J. COMMERCIAL ENTERPRISES

1. **No Selling**: No selling, soliciting, peddling or commercial enterprises are allowed within our Community, whether inside the home as a place of business, or door to door, without first obtaining written consent from the Owner.

2. **No Signs**: No signs or advertisements of any nature, **including “No Trespassing” signs**, may be displayed by the Resident within the Lot area or on any area of our Community except as designated by the Owner.

## **K. LIABILITY**

1. **At Own Risk**: The Resident acknowledges that the use of all areas within our Community by himself and his guests are entirely at their own risk.
2. **Resident Responsibility**: The Owner is not responsible or liable for damage, injury, or loss by accident, theft or fire to either the property or person of Residents or their guests.

## **L. NONDISCRIMINATION**

The Owner and Management shall not discriminate against any Resident or Prospective Resident on the basis of a person's race, sex, sexual orientation, age, marital status, religion, color, national origin, disability, or because a person intends to occupy with minor children, or is a recipient of public assistance.

## **M. GENERAL**

If any provision of the Residency Agreement or our Community Rules is held invalid, illegal or unenforceable by a court or any other tribunal of competent jurisdiction, that provision shall be deemed to be severed and have no further force and effect. All other provisions of these Rules shall remain in full force and effect. Situations or conditions not covered by these Rules or by the Residency Agreement should be reviewed with the Owner prior to proceeding.



I/we hereby agree to read the community rules and regulations above and abide by them and any additions or amendments made in the future.

Signed and Accepted:

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

## Fee Schedule Summary

*(Subject to change without notice)*

- Late Payments -- \$50 for monthly, \$10 for weekly, \$15 for biweekly payments
- Cash Payments -- \$10 convenience fee for cash payments over \$35
- Bounced Checks -- \$25
- Pets -- \$50/month for up to 2 indoor pets plus nonrefundable deposit (\$10/week/pet for unapproved pets)
- Unauthorized Guests -- \$50/week/guest if not added to lease
- 3<sup>rd</sup> Vehicle – \$20/mo *(if approved)*
- Lawn Care -- \$30-40/mo
- Violation Notices – Fines will be charged for each violation notice, \$0-\$25 for the first and second notice and \$25 and up for the third and all subsequent notices.
- Filters -- \$3 per filter for AC and furnace (\$10 violation fee if filters are clogged)
- Cleaning -- \$100 to \$150 (charged when home left dirty upon moving out)
- Deposits
  - Mailbox Key Deposit -- \$50
  - Large play set equipment and kiddie pools -- \$75 (returned when equipment is removed and area is reseeded with grass)
  - Storage shed -- \$75
  - Garden -- \$50 (raised bed only are allowed; returned when equipment is removed and area is reseeded with grass)

I/we hereby agree to read the community rules and regulations above and abide by them and any additions or amendments made in the future.

Signed and Accepted:

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

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