

**Park Rules and Regulations**  
**for**  
**Riley Management, LLC of Indiana d/b/a The Community Manager Estates 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**- Homes shall be maintained in a clean and attractive condition 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. They must be black and have a house number on the poles for 911 calls.
3. All pets must be on a leash.
4. We have installed new sidewalks. These are for walking; no parking is allowed on sidewalks.
5. Rent is due on the 1st of each month. It is late when postmarked after the 5th of each month. Rent postmarked after the 5th of each month has 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 the permission of management are considered residents. Guests may not become residents without approval from The Community Manager. All residents must sign a lease. Persons who are residing without signing a lease may be subject to a charge or 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.** Dogs must be less than twenty-five (25) pounds. No outside cats are allowed. All pets must have proper vaccination and licenses. 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 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.

**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 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 the 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. Each resident that is living in the community must be registered with the community office 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.

Loud parties, excessive noise, boisterous behavior, foul language, or any acts of misconduct which be considered to be a nuisance to the community, as determined by the community management, or any unlawful acts and acts which violate the crime-free lease addendum will be cause for immediate eviction. Parents are responsible for the behavior of their children and all children are subject to the Rules and Regulations listed for the community.

**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** - The Community Manager 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 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. The 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, violation of law or disorderly conduct, violation of a rule of the state department relating to mobile home communities or for violation of any rule of any community which is publicly posted within the community" (**INDIANA CODE**16-41-27-30).

In South Carolina, the **SOUTH CAROLINA** Code SECTION 27-37-10. states ...

"...The tenant may be ejected upon application of the landlord or his agent when (1) the tenant fails or refuses to pay the rent when due or when demanded, (2) the term of tenancy or occupancy has ended, or (3) the terms or conditions of the lease have been violated...."

**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. 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. Proof of taxes being paid must be shown and a transfer of Title into the new owner's name must take place before a person can sell their home. 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**

**HOMESIT-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. not allowed. 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 the 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 and decoratively. 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 be following all applicable state and local regulations. Any permits that are required are the direct responsibility of the Resident. Chimneystacks 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 a one-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** - Each resident is required by Indiana State Law to display their address (site number) on the front of the home facing the street in numbers that are a minimum of three inches (3") high. 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.

**STEPS** - New step construction requires .1 Building Permit 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 beginning. 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 front 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.** 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 reserves the right to require any residents living in a home 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.** This is at the sole discretion of the Owners or Management.

**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 park rent payment box, or as otherwise directed by the Manager. 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 Office. The resident will be charged Thirty-Five Dollars (\$35.00) 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.

## **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 the Manager, 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.

**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 are required to keep their homesites free of health and fire hazards.

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.

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

**TELEVISION** - Underground television cables may be provided to each homesite. 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. The following federal guidelines became effective on March 1, 2000, regarding the installation of an antenna or satellite dish:

To maintain an attractive community, residents are strongly urged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas which may be provided by management, as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer's instructions.

Outdoor reception devices must be installed on resident's home or the ground of resident's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively shielded from view to the greatest extent possible. No reception devices may be placed to obstruct a driver's view of any street, driveway, sidewalk, or intersection, nor may they be installed on or encroach upon any common area or restricted access property located within the community.

Outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline due to safety concerns posted by winds and the risk of falling reception devices and masts. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. The resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses, or damages to any person or property caused by the installation, maintenance, or use of the reception device.

A policy of liability insurance covering such injury or damage must be maintained by residents and proof of such insurance must be provided to management. Upon removal of the outdoor reception device or the termination of the resident's tenancy, the resident must restore the homesite to its original condition. If the resident violates any of the above rules, management may bring an action before the FCC or any court of competent jurisdiction for declaratory relief and management may recover from a resident a fine, reasonable attorney's fees, costs, and expenses incurred in enforcing these rules. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, residents are advised that changes in the law, court decisions, and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices in the future.

**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 line 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 are prohibited by State and Local Government. The resident agrees to indemnify The Community Manager 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 "E" VEHICLES

**VEHICLES** - The maximum space per lot is two (2) cars/vehicles. NO PARKING ON THE GRASS OR CEMENT PATIO. Vehicles parked within the Community must have current license plates and be operable. Storing a vehicle is not allowed. 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 violations 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; it 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/We have received a copy of and read this agreement, and hereby agree to all that is contained herein)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Management

**Please find below the Resident Information Sheet**

# RESIDENT INFORMATION SHEET

**Park:** \_\_\_\_\_

**Make all Rent Payments by Check or Money Order (NO Cash Payments will be Accepted!)**

Number of Adults: \_\_\_\_\_

\_\_\_\_\_ Date:

Adult Resident Names: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Make of Home: \_\_\_\_\_

VIN #: \_\_\_\_\_

Width of Home: \_\_\_\_\_ Length of Home: \_\_\_\_\_

Number of Children (Living on Premises) \_\_\_\_\_

Ages of Children: \_\_\_\_\_

Insurance Company \_\_\_\_\_

(Provide copy to manager) \_\_\_\_\_

Emergency Contact Person and Phone #: \_\_\_\_\_

If you have a loan on your home:

**Name & Phone #** of Bank or Finance Company

**If applicable, please find the pet addendum in the following pages**

# **Pet Addendum to Riley Management, LLC Rental Agreement**

## **Pet Security Deposit is \$200**

This pet addendum is an amendment to the lease dated \_\_\_\_\_

between \_\_\_\_\_ (Resident) and Riley Management, LLC, (Landlord)

covering the promises known as \_\_\_\_\_ S. Sandstone Drive, Lot # \_\_\_\_\_, Terre Haute, IN 47802

1. Resident has read, understands, and agrees to abide by all applicable house policies pertaining to pets.

2. Resident has completed a Pet Application Form and has been granted permission by the (board of directors, managing agent, resident manager, etc.) to keep the pet(s) specified under the following terms and conditions:

a. That the pet will be allowed out of the pet owner's unit or yard only under the complete control of a responsible human companion and on a hand-held leash or in a pet carrier.

b. That any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, window treatments or any stains, etc., caused by the pet will be the full financial responsibility of the resident and that resident agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., damage is such that it cannot be removed, then resident hereby agrees to pay the full expense of replacement.

c. That the resident will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time. Resident will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Resident will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.

d. That, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the resident and emergency caretaker are unsuccessful, the manager or the manager's agents may contact the local animal control authority and assist its staff in entering the resident's home. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the resident.

e. That the resident agrees to indemnify, hold harmless, and defend manager or manager's agents against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the resident's pet(s).

f. That if a dispute arises out of this contract that cannot be settled through negotiation, the manager and resident agree first to try in good faith to settle the dispute by mediation administered either by a local mediator or by the American Arbitration Association under its commercial mediation rules. If the parties cannot agree on which agency shall administer the mediation, the rental manager's choice shall govern.

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PRINT RESIDENT'S NAME

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RESIDENT'S SIGNATURE

DATE

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PRINT MANAGER'S OR PROPERTY OWNER'S NAME

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MANAGER'S OR PROPERTY OWNER'S SIGNATURE

DATE

*Adapted with permission from materials originally produced by the Hawaiian Humane Society. Information from The Humane Society of the United States: [www.humanesociety.org](http://www.humanesociety.org)*

