

**WEST EDGE PARK, L.L.C / AUBURN MOBILE HOME PARK, L.L.C.**

**Land Lease Communities**

**Rules, Regulations, and Information**

The community owners believe that the following rules are necessary in order to have a neat, clean, courteous, and orderly community. When abiding by the rules, we can all be proud of our community and can be happy to have you as a part of it.

**Office Telephone: 260-925-4414 (after hours Emergency Only 260-927-7110)**  
(Note: Calling our Emergency Number in a Non-Emergency will result in a service charge)

**1112 West 7<sup>th</sup> Street  
Auburn, IN 46706**

**Community Office open 9a.m - 4p.m. Monday - Friday  
Sales Office open 9a.m - 5p.m. Monday - Friday (and by appointment)  
Closed on Saturdays, Sundays, and National Holidays**

The following numbers will assist you in making application for utilities such as:

telephone - (AT&T, 1-800-742-8771)

gas - (Northern Indiana Fuel & Light, 1-888-643-5427)

electricity and trash/recycling - (Auburn City Utilities, 260-925-0365)

The applicant is responsible for any required deposits or statements rendered by said companies.

Postal service (change of address, assignment of box, and issuance of box keys) is handled directly through the Auburn branch of the U.S. Postal Service, 201 South Jackson Street, Auburn (260-925-4760).

The many types of underground installations might be endangered by indiscriminate digging or stake driving. BEFORE YOU DIG or DRIVE STAKES or INSTALL FENCING, you must call for utility line locates from the following:

Auburn Homes (260-925-4414)

Electric, telephone, natural gas & cable television (1-800-382-5544)

Note: Auburn Mobile Home Park is in Jackson Township

West Edge Park is in Union Township

After locates are done, utilities are marked with these colors: Red is Electric, Yellow is Gas, Orange is Telephone & Cable TV, Blue is Water, Green is Sewer.

All residents must register at the office and be approved prior to moving in. There is a \$20.00 non-refundable application fee for each married couple or emancipated adult. Each guest who will be in the home for more than a 36-hour period of time must register and be approved separately. As per state law, these are single-family dwellings. Should multi-family occupancy be found, double rent will be charged for that period through the eviction process. NO RENTALS, sublets, re-assignments, or "land contracts". Primary resident must appear as "owner" on home title. All homes are to be owner-occupied.

Mobile homes will be placed in or removed from the community only by authorized personnel after authorization from the office. All homes over 10 years old require inspection and approval by the community management prior to moving in. The home owner is responsible for any damage which occurs to the home site or community property during moving. AXLES AND HITCHES MUST REMAIN WITH THE HOME.

Rents and deposits are payable in accordance with community rates on the first of the month in advance, preferably by check or money order. Please, no cash. For your convenience, a drop box slot is located to the right of the front office door. **Effective 11-1-2018, the late fee will no longer be daily but instead a flat \$50 fee for unpaid balances after 4pm on the 5<sup>th</sup> of the month due.** Any Non-Sufficient-Fund checks will be charged a \$20.00 processing fee for each unsuccessful attempt to cash and late fees will also apply. Water, sewer, and service fees are billable and collectable as rent.

Within 30 days after your home arrives here it must have the heat tape properly installed, be skirted, anchored, and addressed (minimum 2" high) with material approved by the management. Awnings, carports, steps, storage facilities, fences, and skirting should be approved by management prior to installation or may become subject to removal. No sheds over 120 square feet in size. Decks, carports, and awnings must also be approved by City of Auburn Department of Planning, Building, and Development (260-925-6449).

Each resident may arrange his location in a manner which he finds attractive as far as lawn, flowers, shrubs are concerned; but any trees or any temporary or long-term concrete or masonry work must be approved beforehand. When approved, these shall not thereafter be removed without permission. State law prohibits permanent foundations in Mobile Home Communities; therefore, providing adequate support is the responsibility of the homeowner. The community or its owners cannot be held responsible for damage caused by shifting of the homes or their supports.

All garbage must be placed in proper covered receptacles at rear of home. Receptacles may be placed at curbside after 6pm before the designated pick-up day through 6pm on pick-up day. No sanitary napkins, disposable diapers, or similar items are to be flushed into sewers. All petroleum products must be stored safely in proper containers. Petroleum products (motor oil, gasoline, paints, solvents, etc.) must NOT be allowed to contaminate the ground, parking, or streets. All of these materials must be disposed of according to EPA guidelines. Residents are responsible for the environmental clean-up and any associated fines for contamination caused by them or their guests.

Both communities participate in the city-wide recycling program. Two blue recycle bins and a pickup schedule are provided for each lot by the waste management company contracted by the city of Auburn. Auburn City Utilities (260-925-0365) has details.

Each resident is responsible for the maintenance of their own lawn. ("Property lines" are approximately 3 feet on the back side of each home, including utilities and back steps to that home.) Lawns are to be mowed, raked, weeded, seeded, fertilized, and properly trimmed to maintain a healthy and attractive appearance at all times. In the event a resident should neglect his responsibility to maintain his lot, management will notify the resident of resident's responsibility to take corrective action within a reasonable time after the date of the written notice. If the resident should fail to bring his lot into compliance within that time, management shall have the right to enter upon the lot and perform any and all necessary maintenance. The charges incurred as a result thereof shall be the sole responsibility of the resident, and therefore shall be deemed to be rent and shall be collectable as rent. The charges for such work shall be due on the first of the following month and shall be as follows:

Mowing, weeding, or trimming of lot	\$20.00 each occasion
Mowing, weeding, and trimming of lot	\$40.00 each occasion

Only two notices will be given per season, after which the community shall maintain the lot without notice and bill the resident accordingly. Extra labor results in extra charges.

Swimming pools cause damage to yards, mess up drainage, are hard to mow around, can be a breeding ground for mosquitoes, take a lot of water to fill, and are an enticement and a hazard to children. Therefore, if not fenced, the community management will only allow child wading pools six feet in diameter or under. If continuously attended by an adult and stored immediately after use, a wading pool may be temporarily placed on that resident's lot. Other pool sizes will be required to follow City of Auburn ordinance requirements, including fencing. If allowed to harbor mosquitoes or left unattended without the required fence, the owners will be prohibited from having a pool. Please meet with the community manager prior to considering a swimming pool, skateboard ramp, or trampoline, as these present safety and liability concerns.

The management reserves the right to access, inspect and provide maintenance to community utility connections without prior notice. All other repair and maintenance resulting from improper use or resident's failure to maintain premises and utility connections in good repair will be charged at our current hourly rate, per occasion, plus materials. Management reserves the right to raise or lower said fees, charges or assessments set forth above. There shall be a MINIMUM ONE-HALF HOUR FEE if management provides any of the services.

In the event of an electrical outage, the resident must first determine if the problem is within the home by checking the electrical breaker and/or fuses. If the problem is not within the home and the neighbors have electric, then the resident must contact the community office (after hours, phone emergency number 260-927-7110). If Auburn City Utilities or an electrician is called for service, the bill incurred will be the resident's responsibility, whether or not the problem was the community's.

Maximum three vehicles allowed to each lot. Automobiles, recreational vehicles, trailers or trucks shall be parked only in designated areas, absolutely not on the grass! Please be courteous of your neighbors by not parking or allowing your guests to park in front of others' homes or driveways. If inoperative, not in regular operation or without a valid license plate, vehicles shall be taken elsewhere for storage. Management reserves the right to tow and store any vehicles in violation at vehicle owner's expense. Vehicles not picked up within 30 days of towing will be sold at public auction to pay said charges (including but not limited to \$45 towing and up to \$10 per day storage).

NO MAJOR REPAIRS TO VEHICLES ON COMMUNITY PROPERTY (taking longer than two hours). Positively no guest's vehicles may be repaired on community property.

Vehicles must observe the speed limit posted (5 MPH at Auburn Mobile Home Park and 15 MPH at West Edge Park). Speeding causes accidents. Protect you and your neighbor's children by helping to enforce limits and regulations. Report offenders, please. A \$50.00 fee for speeding may be charged and collected as rent from residents. Visitors who do not abide by the rules will not be allowed entry back into the communities. Reckless driving will result in eviction!

The same rules that apply to public streets also apply to streets in the communities. Motor vehicle operators must have a valid Operator's License. No go-carts, snowmobiles, or four-wheelers will be allowed to operate on community property. For their own safety, please do not allow children to ride Big Wheels or other low-riding vehicles in the streets. Motorists have difficulty seeing them.

Remember that custodians of children are financially responsible for their actions. Fireworks, B B guns, hand guns, bows and arrows, and other projectiles may not be used within community boundaries.

Permission must be obtained from the management if you wish to keep a pet in the community. ABSOLUTELY NO DOGS are allowed within the boundaries of the community (NOT EVEN TO VISIT!). A \$50 per day fee for allowing a dog will be assessed and collectable as rent. If you are handicapped and in need of a service animal, please request a copy of the "West Edge Mobile Home Park Reasonable Restrictions Addendum" from the community office. Cats must be on a leash when out of doors. Trapped domestic animals will be taken to the DeKalb Animal Shelter.

No signs may be shown or displayed without permission from the management. If approved, sign size is limited to 12 inches by 18 inches. Signs may not be staked in the ground, but may only be displayed in a window of the resident's mobile home.

All residents must notify the management at least 30 days in advance when moving out. All rents and other debts must be paid and a forwarding address given prior to moving. If the home owner wants the mobile home to remain in the community, the home owner continues to be responsible for rent and maintenance of the home site. The community management reserves the right to inspect the exterior condition of the home and site to determine if the home can remain in the community. All noted items must be repaired within 30 days of inspection unless noted otherwise - if not done, a \$20.00 re-inspect fee may be charged. ABSOLUTELY NO RENTAL OF HOME IS ALLOWED. If the home owner plans to sell the mobile home on the site, the prospective home buyer(s) needs to complete an application(s) at the community office and be approved prior to the sale. If application is approved, proof of at least 5% or \$500 down payment (whichever is greater) needs to be on file at the community office prior to the new tenant moving in.

Should a home be damaged by fire, the home must be repaired or removed from the community as soon as the law allows. If not, junk vehicle rules will apply. Be sure that you have sufficient homeowner's insurance including storm damage coverage, as the community owners/managers cannot be held responsible for storm damage.

No loud noise or nuisances will be tolerated that may be a disturbance to others. Electrical power may be temporarily interrupted to facilitate compliance. No peddling, soliciting, or any form of commercial enterprise will be permitted without prior written consent from the office.

All criminal activities by residents or their guests are prohibited during residency and are cause for eviction. As a general rule, please respect other residents' lawns and property. Each tenant is responsible for the actions of those living in or visiting his/her home.

THE COMMUNITY OR ITS OWNERS ARE NOT RESPONSIBLE FOR ACCIDENTS within the community or at community activities. Kindly see that your children and/or guests' children are supervised when playing.

**THANK YOU FOR YOUR COOPERATION! THE MANAGEMENT (Rev. 10/18)**

Posted 8-3-2017

ADDENDUM to West Edge Park, LLC / Auburn Mobile Home Park, LLC Rules, Regulations, and Information

**TRANSFER OR ASSIGNMENT.**

- A. This Lease and the Homesite which is rented to the Tenant are not transferable to anyone. There shall be no assignment, transfer, lease, or sublease.
- B. Landlord may, at any time, assign this Lease without Tenant's approval. Tenant agrees at any time, and from time to time, to execute a consent to the assignment of this Lease by Landlord to its mortgagee or any other party. Tenant's rights shall be subject and subordinate to any bona fide mortgage now existing upon or hereafter placed upon the Homesite or Community by Landlord.
- C. Tenants of the Community have no rights of first refusal to purchase the Community.

**LANDLORD RIGHT OF FIRST REFUSAL.** If Tenant desires to sell his manufactured home to a party anticipating to move it out of the Community, Tenant shall advise Landlord in writing of this intent. When an offer is received, Tenant shall provide written notice to Landlord which notice must contain the names and addresses of the bona fide prospective purchasers, the proposed purchase price, and a full and exact disclosure of the material terms and conditions of such sale (if available, a copy of the proposed or then existing Purchase Contract must be submitted to Landlord with the notice) (the "Notice"). Upon actual receipt of the Notice by Landlord, Landlord shall have 120 hours thereafter, not including Saturdays, Sundays or Legal Holidays, in which to notify Tenant of Landlord's intent to purchase based upon same terms and conditions in the Notice. If Landlord rejects that offer or fails to notify Tenant within said time, such shall be construed as a rejection and Tenant may sell the manufactured home to the persons named in the Notice upon the terms and conditions set forth in the Notice. In the event Landlord rejects the offer and, if thereafter, any term or condition of the proposed sale is altered, modified or otherwise changed, then Tenant must submit an additional written notice to Landlord affording Landlord an opportunity with an additional 72 hours after actual receipt to accept or reject the purchase based upon the changed, altered, or modified terms. Saturday, Sunday, or Legal Holidays shall not be included in the 72 hour time requirement.

If Tenant breaches this Section, Tenant shall pay \$3,000 in liquidated damages to Landlord as the resulting damages of a breach of this paragraph would be uncertain, and extremely difficult or impossible to ascertain. However, Tenant and Landlord agree and stipulate that \$3,000 is an amount that may fairly and reasonably be allowed as compensation for such a breach. NOTHING HEREIN WILL RELEASE OR TERMINATE ANY OTHER LIEN LANDLORD MAY HAVE FOR WORK DONE OR AS PART OF LANDLORD'S INNKEEPER LIEN RIGHTS OR REMEDIES OTHERWISE IN THIS LEASE.