

# 1. INDIAN SPRINGS PARK RULES AND REGULATIONS

## 1.1 OVERVIEW

Below is a list of things Tenants, their children, guests and/or invitees should and should not do which constitute the official park Rules and Regulations that apply to all Tenants regardless of lease status. Failure to observe these Rules and Regulations will subject the responsible Tenant(s) to assessments of up to \$150.00 per offense, which will be treated as additional rent, and may double with each subsequent violation of the same rule. In addition, such Tenants will also be subject to forfeiture of deposits, eviction from the Premises, as well as other penalties and/or prosecution under applicable laws of the State of Arkansas. **CONSEQUENTLY, EVERY TENANT SHOULD READ THESE RULES AND REGULATIONS VERY CAREFULLY AND CALL THE PARK OFFICE IF ANYTHING IS UNCLEAR.**

## 1.2 A. THINGS TO DO

1. Do pay Landlord all rent on the **FIRST** of the month in advance, and make checks payable to **BRYANT GROUP PROPERTIES**. Tenants not paying the total amount due by 5:00 PM the 5th of the month will be delinquent and will be assessed a late charge equal to ten percent (10%) of the monthly rent payment. Effective 1/1/2018 a second late fee will be added if payment is not received by 5:00 PM the 15th of the month. All accrued late charges will be treated as additional rent and shall be payable on demand.
2. Do skirt mobile home within 30 days of moving home into the park with interlocking vinyl material approved in advance by Landlord. Failure to do so will result in a \$150.00 assessment for each and every month skirting is not installed, and eviction from the premises after the second assessment.
3. Do get Landlord's prior authorization for any household pet and pay applicable pet deposit. Your pet can not weigh more than 40 lbs. Only two small dogs are permitted per home and certain breeds and sizes are prohibited. No more than 3 cats are permitted in home. Pet deposits are \$100.00 for initial pet, \$100.00 for 2nd dog, \$50.00 for 2nd cat and \$50.00 for 3rd cat. **If you are in a park owned rental, there is not a pet deposit, \$50.00 per pet will be added to your monthly rent. ALL AUTHORIZED PETS MUST LIVE IN THE HOME AND TENANT MUST COMPLY WITH ALL PROVISIONS OF BRYANT CITY ORDINANCES PERTAINING TO PETS (call, 501-943-0943 for further information).** In compliance with the city ordinance, when walking your pet, **you must clean up all feces from your pet** and not let them go on other tenants lots. When outside for brief periods, pets must be on a leash or within an authorized fenced area on the leased Premises (dog pens and dog houses are prohibited). Furthermore, Tenants must remove any authorized pet from the Premises within 3 calendar days of being notified by Landlord to do so if Landlord determines, in its sole and absolute discretion, that said pet violates the foregoing requirements or is otherwise a nuisance.
4. Do keep the entire Premises clean, mowed, raked and orderly at all times. Your lot boundaries are from the street to the alley and ½ of lot on either side of your home. Furthermore, trash and debris should be removed from roofs, and the outside of homes, storage buildings, carports, etc. periodically cleaned and repaired as needed.
5. Yard trash can be raked to the curb in front of mobile home for pickup with the Leaf Vac. **PLEASE MAKE SURE LIMBS AND STICKS ARE IN A SEPARATE PILE. HOUSEHOLD TRASH NOT ALLOWED.** A \$150.00 assessment fee will be charged to tenant if items other than leaves and pine needles damage the Leaf Vac. You will be notified if the machine is not available (breakdown, etc.) and you need to temporarily bag your yard debris.
6. Do seal all garbage in garbage bags with ties and place in the covered garbage carts provided by the waste contractor, which should be set on front curb for pickup each Thursday afternoon. Do remove cart from front curb and place behind home each Friday afternoon.
7. Do place all other trash and debris (**excluding construction material, old buildings, porches, boards, furniture, appliances, etc., which Tenants are responsible for hauling off at their own expense**) in the waste dumpster located on the east side of the clubhouse. **\*\*\*NOTE THERE IS A COUNTY LANDFILL LOCATED ON SARDIS RD. \*\*\***Do not place trash on ground outside of dumpster, it is dumped Monday, Wednesday, and Friday. Coupons for \$10.00 loads available at Benton office. Limit 2 per year, must show proof of residency.
8. Do **REGISTER ALL VEHICLES AND MOTORCYCLES, including license numbers**, with Landlord, and make sure they are legal in every respect. **Landlord will issue parking stickers to all tenants. If you have a visitor in the park for more than 3 days, contact office for a visitor parking pass or the vehicle will be towed at the owners expense.** Any vehicle parked in the park without a parking sticker will be towed at owners expense. Anyone with 3 or more vehicles may be subject to additional monthly charges. Keep current, if you have changes, please notify office.
9. Do obtain adequate insurance protection for mobile home and personal property situated on leased Premises, as Landlord is not responsible for the loss or damage to such property due to loss or damage beyond Landlord's control (e.g. theft, natural disasters, fallen trees, etc.).
10. Do report any person soliciting, peddling or canvassing in the park to the park office.

11. Do have anyone buying a mobile home in the park submit an application for approval **before** finalizing the sale, if the home is to remain in the park. Otherwise, the buyer must immediately remove the mobile home from park property within three business days and restore grounds to acceptable condition. **ANY HOME THAT IS VACANT, WITH NO UTILITIES AND 90 DAYS DELINQUENT WILL BECOME PROPERTY OF THE PARK TO DISPOSE OF AS THEY DEEM NECESSARY.**
12. Do make arrangements for all utility services directly with the appropriate utility companies.
13. Do give Landlord at least 30 days prior written notice of intent to vacate the leased Premises, but only after the initial lease term at the very minimum has been satisfied. **FAILURE TO MEET BOTH OF THESE REQUIREMENTS SHALL RESULT IN FORFEITURE OF SECURITY DEPOSIT!**
14. Do take the following precautions to protect water pipes whenever the outside temperature falls below 25 degrees Fahrenheit. Failure to do so will result in repairs being charged to Tenant.
  1. Leave heat set to at least 55 degrees, even when unit is unoccupied.
  2. Open cabinet doors to sinks and lavatories.
  3. Let both the hot and cold water faucets drip in a small steady stream.
15. **Do have all persons over 18 years of age submit an application prior to moving in.** Do limit occupancy to two people per bedroom unless approved by park management, which approval will not be unreasonably withheld and will be granted where required by applicable law.
16. Do register with park office to fish, **fishing passes** will be issued to tenants and temporary passes will be issued for guest as long as tenant is present. The lakes have been stocked and report any unauthorized persons with management. **NO LIVE BAIT!**

### 1.3 B. THINGS NOT TO DO

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1. Do not issue bad checks. Such items will be turned over to the prosecuting attorney if not redeemed for cash within 10 calendar days. In addition, Tenants will be assessed a return check charge of \$30.00 (or the maximum amount allowed under applicable law) plus the amount of any fees charged to Landlord by any financial institution as a result of the check not being honored, and the applicable late charges, and Tenant will be placed on a **CASH ONLY (certified cashier's check or money order)** payment basis.
2. Do not litter the Premises or any other area of the park.
3. Do not swim in the fishing lakes. The fishing lakes are for Tenants and their guests only. Tenant must accompany their guests when they are fishing. No live bait allowed when fishing at the lakes.
4. Motorized and non-motorized vehicles (such as but not limited to canoes and kayaks) are not allowed in the fishing lakes.
5. Do not construct, plant or install anything without approval from Landlord. Any items placed on Premises without Landlord's approval is subject to be removed by Tenant at Tenant's expense. If a Tenant fails to remove such items within the time specified by Landlord, Landlord may do so, and cost of removal shall be immediately payable by Tenant upon demand as additional rent.
6. Do not shoot any type of firearm or archery equipment, including B.B. guns or air rifles, in or around park property.
7. Do not drive over 25 mph in the park.
8. Do not park in yards or alleys. Parking on vacant lots must have approval. All vehicle wheels must be on the parking pad.
9. Do not engage in major car repairs within the park. Small repairs that can be completed and cleaned up in a day are allowed, but any spills **MUST** be cleaned up immediately. It is recommended cloth or plastic sheeting be put down to prevent spills.
10. Do not operate off-the-road vehicles (e.g. two, three and four wheel all-terrain vehicles) within the park including all vacant lots or around lakes.
11. Do not install television signal collection devices of any kind whatsoever on leased Premises. These devices **MUST** be attached directly to mobile homes, and not on any extension over six feet above the home. **NO** trees, bushes or natural growth may be cut or trimmed to improve reception.
12. Do not approach the tree crews as they are working in the park. This is for your safety. All concerns regarding trees should be discussed with office management.
13. Do not cause damage to trees, i.e. practice knives, birdhouses etc. Cost of removal of dead trees caused from this action will be charged to tenant.
14. Do not conduct a commercial enterprise of any kind whatsoever in or around the leased Premises (e.g. day care centers, sales offices, etc.)

15. Do not create excessive or loud noise of any kind.
16. Do not place signs or flags of any kind whatsoever on park property, including trees, without getting prior written approval from Landlord.
17. Do not allow the leased Premises to be occupied by any person or persons other than those named on the application for residency. Notify park management of any changes, persons over 18 must complete an application to be approved to live in the park.
18. Do not park 18 wheel tractor trailer rigs, box trucks, etc within the park.
19. Do not park boats, trailers, large vehicles, wrecked vehicles or any other unauthorized items without management approval. All such items must be stored off premises, and will be subject to being towed at Tenant's expense if left on park property.
20. Do not place garbage on the ground and do not remove the garbage carts from the leased Premises for any reason.
21. Do not place yard trash on vacant lots or alleys, place on curb to be removed.
22. Do not shoot fireworks or engage in any activity whatsoever that creates a fire hazard in or around park property. This is also a city ordinance. You could be fined \$150.00 by the park as well as possible fines from the city.
23. Do not make any claim whatsoever to the underlying real estate owned by Landlord on which Tenants have placed their mobile homes. Furthermore, Tenants agree to cooperate fully with Landlord in any action taken by Landlord with taxing authorities which has as its purpose either the maintenance of reasonable taxes on the leased Premises or the financing of special improvements thereon.
24. Do not pour or flush anything but water, natural organic waste and accepted toilet paper down toilets and drains. Specific prohibited items include but are not limited to toxic compounds, cleaners, paper, paper towels, baby wipes, personal hygiene products, etc. All costs and charges incurred to unstop or repair plumbing problems caused by violation of this rule shall be billed to tenant.
25. Do not remove electrical breakers from meter boxes, as they are the property of Landlord, and do not tamper with any utility line or connection whatsoever.
26. Do not allow children, guests and/or invitees to violate any of the above park Rules and Regulations. Failure to control children, guests and/or invitees will result in Tenant being held responsible financially for any damages or destruction caused by their children, guests and/or invitees, and may result in Tenants being evicted from the leased Premises upon notice from Landlord, which Tenants agree to do without protest.
27. Do not solicit or peddle any goods or services in the park. Do not canvass or solicit signatures on petitions in the park. Do not distribute flyers, pamphlets or other materials in the park, whether door-to-door, on cars, or otherwise.
28. Do not conduct a garage sale or yard sale without first giving park management one week's prior notice and obtaining approval from management.
29. Do not place storage buildings or sheds on the property except for one storage building per lot that does not exceed 10'x12' in size. Contact park office for placement. Must be 3 feet (36 inches) from home.
30. Do not feed the ducks or other wildlife in the park.

#### 1.4 CHANGES AND NOTIFICATIONS

Landlord reserves the right to amend or modify these Rules and Regulations at any time. The amended or modified Rules and Regulations shall be immediately effective and will supersede and replace all prior versions. Landlord will notify Tenant of any such changes.

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