

Jimmerson Shores Cooperative, Inc, Rules and Regulations

Rules and regulations are guidelines to make our community a place in which you will be proud to reside. The Co-op reserves the right to add to or alter these rules and regulations as circumstances require, and it is requested that all residents and guests cooperate in carrying them out. They are not meant to deprive anyone of quality of life while residing in the park. It is believed that Jimmerson Shores Cooperative, Inc. is the finest park in the state, each and every one of you own a share in this Park.

Variations to these rules will only be allowed by a majority vote of the Board of Directors. The rules are created by the Board of Directors and can be amended by the Board of Directors. Any requests for changes to the Rules and Regulations must be made in writing to the Board of Directors. The Board of Directors will discuss the change request and either change the rule or reject the request, notifying the requestor of the decision.

General Rules and Regulations

1. The Park Manager and/or Board of Director's reserves the right to access onto all lots at all times for the purpose of inspection and utility maintenance. Co-op will provide water, sewer & electrical to the lot. Each resident is responsible for water, gas, electrical, etc. installation upon their lot and will be charged for the expense of replacing or servicing same, when due to negligence or improper use on the part of the residence.
2. The Co-op is not responsible for the cost of removal and replacing mobile homes or other buildings, concrete, air conditioners, or other permanent material when they must be removed in order to replace water or sewage lines or other underground facilities. All water risers need to be located on the outside of the home/slab and be easily accessible for maintenance and/or repair.
3. The Co-op is not liable to members for failure of water, electricity or sanitary utilities furnished to the resident regardless of cause.
4. The dock at each mobile home lot is for the private use of each resident. The resident must maintain the dock and waterfront area in a good and safe condition. The Co-op is not responsible for any installations, removals, accidents or injuries which may occur in the park, mobile home, docks or in the water.
5. The parking lot and swimming area at the beach are for members and their guests only. The parking lot is not for overflow parking of nearby residents.
6. No disturbing noises or conduct will be allowed at any time. Minors must be on their lot by 11:00 p.m. or under direct supervision of an adult.
7. No Fireworks allowed in the Park.

8. No hunting or firing of firearms is allowed in the park including BB guns, pellet guns, or air powered guns.
9. Any complaints, suggestions or recommendations need to be, in writing, to the Board of Director's and deposited in the Co-Op mailbox or mailed to J.S.C., Inc., 5110 N 450 W, Angola, IN, 46703. You can also email jimmersonshores@gmail.com.
10. Maintenance fees are due by the 20th of each month for that month. If the maintenance payment is not received in the Co-op mail box or postmarked on or before the last day of the month it is due, there will be a \$30.00 late fee assessed on the first day of the following month. If maintenance payments go 90 days delinquent, the account will be turned over to the Co-op's attorney for collection, with no late charges being waived, and attorney fees assessed. The Board of Directors will not approve any home replacement, additions, and/or modifications if maintenance fees are not current. Maintenance fees shall be paid yearly, or by using the Auto-Debit program monthly. Monthly Auto-Debit is preferred.

General Information on Mobile Home Sites

1. Garbage collection is regularly made and refuse must be stored in approved containers. Garbage pickup on Monday morning. Garbage **must be** placed in plastic bags and the bags secured. All refuse must be secured inside the garbage cans. The garbage can must be located on the side of the road for pick up, no sooner than the evening prior to collection. All garbage cans must be positioned 3' apart when pulled out for garbage collection. All garbage cans should be stored in common area garbage sheds. No lot owner should store a garbage collection can on their lot and/or personal garage.
2. Garbage Sheds: Repair, painting, replacement, or policing of garbage sheds is the responsibility of the persons utilizing them. The Board must approve any/all garbage shed replacements and also evaluate the slab condition, prior to shed rebuilding. All wooden building materials will be furnished by the Co-op to repair current sheds. Paint, stain, and/or siding will be the cost of the Co-op members. The Co-op will pay up to \$500.00 towards the repair/replacement costs.
3. Brush, grass, clippings and leaves will not be picked up by our sanitary service. You are responsible for them. There are areas in the park for disposing of grass and leaves. Brush must be taken to the 4-H Club grounds for disposal. <https://www.niswmd.org>. Fish are to be placed in a special can at the pole barn.
4. No open burning of any kind is permitted within the park. No large campfires beyond what is safe for Jimmerson Shores Co-op will be allowed. All campfires must be contained, and located well away from any home.
5. Each mobile home, storage shed, dock and all utility hookups must be kept clean, safe, neat, painted and repaired. Each lot must be kept clean, grass cut, and leaves removed. If allowed to deteriorate, at the Board of Directors discretion, the yard will be cared for and the owner billed, or lien applied to the lot.
6. Each resident is cautioned against driving rods, stakes, pipe, digging, etc. into the ground without permission from the Park Manager or a Board Member. The many types of underground installations and utilities might be endangered by indiscriminate actions.

7. Planting, removal or topping trees shall not be permitted without approval of one Director and/or the Park Manager.
8. Only eighteen (18") inch or smaller satellite dishes will be allowed.
9. No fences of any kind are permitted. (EXCEPT AROUND AIR CONDITIONER UNITS OR PROPANE TANKS.) Any fencing exceptions will need Board review and approval.
11. No tents or other temporary structures are allowed on common grounds.
12. Oil and/or LP gas tanks must be placed where they meet state and local code. Park Manager should be involved in location selection.
13. The lot shall be used as a personal residence only. No commercial activity shall be permitted.
14. Do not pour grease down drains or flush feminine sanitary products down the toilet. These products will cause substantial problems and/or damage to our sewer system. If evidence of disposal of these products is found, residents on these systems will be billed for any expense required to correct the problem incurred or the damage caused.

Water

1. No sprinkling of lawns, washing of vehicles, or power washing of mobiles or decks will be allowed on holiday weekends with Co-op supplied water. If the "no watering" sign is up on the north side of the road coming into the park, please adhere to the sign until it is taken down.
2. No one except the Park Manager is to turn underground water valves off on at any time, except for emergency situations.
3. All Homeowners must complete the Winter Water Permanent Service Release Form. The completed form must be submitted no later than October 1st.
4. The resident must have installed heat tape and insulation on all water lines and to a depth of at least three (3') feet on all park risers, if the mobile home is to be heated all winter.

Pets

1. Pets must be kept on a leash at all times when not on the resident's lot and owners must clean up the pet droppings.
2. Pets are not allowed in the swimming beach area or at the playground.
3. Noisy or unruly pets that cause complaints will not be allowed to remain in the park.

Beach

1. No glass drinking items or glass bottles are allowed in the beach area.

Vehicles

1. Please follow all road signs. The speed limit is 15 mph in the park.
2. No parking on the streets is allowed. Any extra vehicles must be parked at the pole barn area or other designated parking overflow areas.
3. No noisy, unsightly vehicles or large trucks are permitted. No overhauling or major repairs (lasting more than one day) of vehicles are permitted in the park.
4. No boats, boat trailers, snowmobiles, travel or utility trailers may be stored outside on any lot or street for more than one or two nights. Such vehicles may be stored at the boat storage area. Identification of such items with the lot number is required (minimum of 1 ½ "letters clearly visible) for emergency or notification purposes. Units stored must be properly maintained and in good condition; unsightly units will not be allowed. All motorized vehicles stored in the boat storage area must be in operable condition with a valid BMV registration. Trailers/vehicles without lot numbers are subject to removal and owner will be responsible for towing and storage fees to have the trailer/vehicle returned.
5. There will be no boats stored in the boat storage area between June 15th and September 1st (unless you have a compelling reason which must be submitted to and approved by the JSC Board of Directors prior to June 15th) or will be subject to towing. Homeowner will be responsible to pay towing and storage charges to retrieve the boat.
6. A \$30 fee per trailer will be charged to JSC homeowners storing their trailers in the boat storage area June 1st thru September 1st. The \$30 fee per trailer covers the cost to maintain the boat storage area – moving of trailers, mowing, and labor costs. A decal will be provided to JSC homeowners upon payment to affix to the trailer for easy identification. Trailers that do not have decal will be towed at their owner's expense and owners are responsible for storage and return charge. This is an annual fee and decals will change yearly. RV's in the storage area granted an exemption must be moved by the owner every 2 weeks.
7. No parking of motor homes or travel trailers on resident lots is permitted. Homeowners need to contact the Park Manager if they have guests with a motor home. They will be allowed in the park for a one-week period of time on the hill at the old boat storage area. The motor home should be backed up to the wooded area. If the motor home is going to be in the park longer than a week, it needs to be put into the new boat storage area. Travel trailers cannot be parked without Board of Directors approval.
8. The Co-op assumes no responsibility for vehicles or boats on park property in regards to theft, vandalism or damage of any kind.

Compliance

1. Shareholder notices will be issued for rule and regulation violations. If the violation is not corrected, the correction will be done for you if possible, and the resident will be charged. Otherwise, a lease termination notice will follow. The homeowner will be billed for attorney fees and all occurring fees. If fees are not paid a lien can be placed on the lot.
2. Lessee and all members of lessee's family and guests must follow the rules and regulations. Failure to comply with this provision of the lease shall give the lessor (Co-op) the right to declare the lease terminated upon seven (7) days written notice of such default if default is not corrected within the seven (7) day period and thereafter not repeated.

Home Replacement, Additions, Modifications & Sheds

1. It shall be the resident's responsibility that all of the following guidelines are met in the case of replacing an existing mobile home or adding on to an existing mobile home. The resident will be solely liable in the case of any lawsuits that arise from the replacement or addition to the existing mobile home or structures.
2. Any proposed replacements, additions, modifications or sheds must be submitted in writing with all measurements and drawing to the board of directors. Requests must be turned in to the Board of Directors. **The lot shall be professionally surveyed at the homeowner's expense. Under penalty of law, survey stakes must not be removed.** Drawings should reference lot lines, location of unit, existing units, slabs, drain lines, water lines, electrical hook up or other concerns. The lot should be staked out for the board of directors to review the proposed changes.
3. All new mobile homes must have new drain lines, clean outs, tie downs, skirting and awnings.
4. No decks, patios, rooms, mobile home or any other structure may be constructed forward of the general line of mobile homes in the area. Ground level decks are an exception. Some mobile homes may be required to move forward based on the lot configuration and will have to be approved by the Board of Directors.
5. Sheds or an add-on addition must be located on the resident's property (with-in property line stakes) and a minimum of eight (8') feet from the road. All attached sheds must have a minimum of a **5/8"** firewall (**per county code**) from the floor to the roof between the shed and home per county requirements. **All new sheds must have concrete slabs under them.**
6. All contractors must register with the park manager before any work begins. Proof of Insurance is needed before working in the Park.
7. The maximum width of the mobile home and/or the attached room, deck, patio, tip out or other permanent structures will be permitted by the board of directors based upon the size, location, and topography and tree location of the lot. Other appropriate considerations may be taken into account as a basis for the decision. The height of any added structure shall not exceed the height of the mobile home.

8. The county now requires a building permit for new homes or additions. It is the resident's responsibility to obtain all required permits. You will need to take a copy of your drawing with the board of director's signatures when you apply for your permits.
9. The county requires a three (3') foot landing with handrail on all doors exiting the home.
10. Mobile homes over ten (10) years old cannot be moved into the Park.
11. Large side of the yard the structure must be a minimum of six (6') feet from the property line. The short side of the yard the structure must be a minimum of four (4') feet from the property line. Structure must be eight (8') from the road.
12. All homes must be set on blocks. No full foundations will be allowed.
13. Proper site clean up must be with-in thirty (3) days of completion of the home setting. Finish grading of the lot is the responsibility of the resident and/or contractor.
14. Skirting must be installed with-in thirty (30) days of completion of the home setting.

No New Home Construction between Memorial Day and Labor Day.

New Home General Guidelines, members should use when dealing with contractors.

Slab Specifications

1. All slabs must be a minimum of four (4") inches thick. Five (5") inches if soil conditions necessitate.
2. All slabs must have a thickened edge around the entire perimeter edges to an eight (8") inch depth and eight (8") inch widths.
3. Slabs must be installed on properly compacted fill or subsoil.
4. Slabs may be stepped if grade falls substantially; it should be stepped in concrete block increments (7 5/8", 5 5/8") and should be adequately reinforced at step point. (Overlapped)
5. Slabs must have one (1") inch sideways fall for each fourteen (14') foot in width or must be crowned to prevent water from standing underneath.
6. An expansion joint must separate all patios added from the main slab, as frost heave on these lots tends to be excessive.

Tie Downs

Tie downs will be set in the wet concrete or drilled and lagged into the cured concrete, twelve (12") inches from the edge.

Drain specifications

1. All existing drain lines crossing or originating on lot must be replaced where they will be covered by concrete.
2. All new drain lines installed must be a minimum four (4") inch schedule 35 grade PVC for gravity and 21 grade PVC for pressure or same size as existing line, if larger. New drains must be extending four (4") inch schedule 35 PVC or the same size as the existing line, if larger. New drains must be extending two (2") inch beyond the concrete. All drain risers must be four (4") inch schedule 35 PVC pipes.
3. Any drain risers **must be located outside of the home and be easily accessible for maintenance and/or repair.**
4. Clean-outs – All new drain lines must have capped clean-outs installed to facilitate future maintenance. Consult the park manager for proper clean-out locations.

Electrical

1. A minimum three (3") inch schedule forty (40) PVC sleeve must be provided for the electrical service entrance cable. Outside edge of sleeve must be six (6") inches from the edge of the slab.

Additional Sleeves

1. Sleeves should be installed for any additional utilities or electrical wires the customer may be installing. Telephones, L.P., Gas, Antenna, Yard Lights, and power for utility sheds are some but not all of the items to consider. Properly placed sleeves for these lines eliminate them having to go through skirting and result in a professional looking job.

Procedures for Selling Mobile Homes in Jimmerson Shore Co-op

1. The rules and regulations of Jimmerson Shores Cooperative, Inc. prohibit the assignment, subletting, leasing or renting of the mobile home. **No "For Sale" signs shall be displayed in the park.** Residents may put info sheets about their unit in the boxes under the Homes For Sale board by the mailboxes.
2. The purchase and/or sale of any mobile home and transfer of membership must be coordinated with the Co-op Attorney.
3. Prior to listing a home for sale residents must fill out a Notice of Intent to Sell Home/Assign Lease and deliver to the Board of Directors.
4. Upon receipt of the Notice of Intent to Sell Home/Assign Lease, and after a survey is done with survey stakes/pins showing, the Board of Directors will visit your home site to see if there are any rule violations that were grandfathered. Any changes that need to be made must be made prior to closing, and the Board of Directors must sign off on the Notice of Intent to Sell Home/Assign Lease that the changes listed have been made in accordance with their initial inspection of the property.
5. Seller must contact the Treasurer to verify outstanding liens due the Co-op (Septic, Monthly Dues, Liens, etc). Any disagreements with the Treasurer's records will need to be resolved prior to closing.
6. All assessments or liens must be paid in full at closing. No assessments or liens may be assumed by the new owners.
7. Seller and/or Buyer must acquire an owners' title insurance policy.
8. An encroachment agreement may be required. The Co-op has a grandfather clause in place to cover such items and when such encroachments will be corrected.
9. All closings will be done by the Co-op attorney. Potential buyers need to be aware of "What A Co-op Is", what the monthly maintenance fees are and what those fees include, and what future assessments might be coming up.

**JIMMERSON SHORES CO-OP, INC.
5110 N 450 WA – ANGOLA, INDIANA 46703**

NOTICE OF INTENTION TO SELL/ASSIGN HOME

We are giving notice of our intention to sell our home and/or assign our lease.

Name _____ Lot # _____

Violations now grandfathered that must be corrected before sale:

Owners Signature: _____ Date: _____

Inspected by: _____ Date: _____

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Above violations have been corrected and closing may now take place: Date: _____

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Revision(s) Approved by the Board of Directors, 08/22/2020

Jimmerson Shores Co-Op Golf Cart Policy

Policy Statement:

In an effort to allow the use of golf carts within the JSC community while attempting to promote safety, the following policy has been established for all lessees who wish to operate golf carts. While JSC does not advocate or endorse the operation of golf carts on its streets and common grounds, it will, however, permit the use of golf carts on the private streets and common grounds owned by JSC in accordance with this Policy. Compliance with this Policy does not guarantee compliance with local, state or federal law and lessees are advised to investigate all other applicable laws and regulations.

In order to assist in providing safety for everyone in the JSC community, the following registration requirements and rules have been established. Anyone qualified to own and operate a golf cart must be observant of, and attentive to, the safety of themselves and others including their passengers, other motorists, bicyclists, and pedestrians. Everyone who operates or rides in golf carts on the streets and common grounds within JSC does so at their own risk. JSC and its lessees assume no liability for permitting golf carts to be operated on the streets and common grounds.

Qualification:

1. Any JSC lessee is qualified to apply for registration to own and operate one golf cart on JSC streets and common grounds.

Registration:

1. Only the lessee of record of the property within JSC shall be entitled to a golf cart in accordance with this Policy.
2. Each lessee shall pay a \$10 annual fee to JSC for a registration sticker which must be applied to the golf cart. The fee is due on or before June 1 of each year. **By purchasing this sticker, the lessee agrees to be responsible for all loss, damage, injury, claims and other liability resulting in the use of the golf cart and ensures that the golf cart has the necessary insurance coverage.**
3. Each golf cart must display in contrasting color their Lot # four (4) inches tall on both sides of cart. The lot number must be prominently displayed on the golf cart at all times.
4. The lessee must agree to provide insurance establishing that the operation of the golf cart is covered by a liability insurance policy with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage. The lessee covenants and agrees to maintain this coverage as long as the golf cart is operated within JSC. Each year the purchase of a sticker states these limits are maintained on the insurance policy.
5. The registered lessee shall be responsible for all loss, damage, injury, claims and other liability resulting from the use of the golf cart within the JSC community, regardless of who may be operating the golf cart at the time the damage, loss or injury occurs.

Rules:

1. **To operate a golf cart in the JSC community, the driver must be 16 years of age or over and have a valid driver's license.**
2. Golf carts may only be driven on JSC streets and common grounds; provided, however, golf carts are prohibited from the playground. Do not drive carts on other lessee's yards unless given specific approval to do so.
3. Golf cart drivers should pull over and yield to passenger vehicles. Do not park an unattended golf cart on JSC streets at any time.
4. Obey all traffic signs and posted speed limits at all times.
5. All passengers must be properly seated while cart is in motion and may not be transported in a negligent manner or in a manner inconsistent with the cart manufacturer's recommendations. The number of passengers shall not exceed the seating capacity of the cart, including the driver.
6. Golf carts may only be driven between dawn and dusk unless equipped with headlights and taillights in operating condition.
7. Registered lessees of a golf cart will be fully responsible for any and all damages and personal injury caused by the use or misuse of the golf cart by anyone operating it or otherwise, and lessee shall reimburse JSC for any and all damages JSC may sustain by reason of use or misuse, including without limitation, damage to other golf carts, any property within JSC community and personal injury.
8. Violation of these rules and regulations may result in the revocation of the privilege of operating a golf cart on JSC property and lessees may be subject to fines levied by the Board of Directors.

Enforcement:

1. Any violation of this Policy should be reported to the JSC Board of Directors. Any resident may report a violation to a JSC Board Member in writing. The complaint should have as much identifying information as possible, including but not limited to the identity of the party violating the Policy, the golf cart Lot #, the date, time and approximate location of the incident, and a detailed description of the alleged violation.
2. Any act constituting a violation of this may result in the revocation of the privilege of operating a golf cart within JSC and the lessee may be subject to fines levied by the JSC Board of Directors up to, but not to exceed \$100. Any threat to safety of JSC homeowners and their visitors may result in immediate legal action.
3. All reported violations will be reviewed by the JSC Board of Directors to determine if the report of a violation is valid before any action is taken. The affected lessee shall be given notice and an opportunity to submit in writing a response to the alleged violation to the JSC Board of Directors. The Board will review and if needed, ask parties for further information or appear as needed for further discussion.