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## JennLake Meadows Land Lease Community Rules

All homeowners, primary residents, and roommates are required to read and sign these rules. These rules are considered legally included as integral within the JennLake Meadows **Land-Lease Agreement**. The JennLake Meadows website contains additional information and details that may not be explicitly stated within these rules. If any rules and policies have been modified or updated after the date these rules are signed, they are still valid if that information has been published and made available to residents.

### BUYING / SELLING A HOME AT JENNLAKE MEADOWS

1. All homes at JennLake Meadows must always be under an active **JennLake Meadows Land-Lease Agreement**. All leases are automatically renewing month-to-month leases. That means either the homeowner (Lessee) or JLM Management may elect to not renew a lease, with no penalty. Anyone can sell their home or remove it at any time, if the proper process is followed to ensure the new owner is approved to keep the home at JennLake, or remove the home safely and legally, and the homes and lots are kept to community standards.
2. Anyone interested in purchasing a home with the intention to keep the home here and live at JennLake Meadows must submit an **Application to Lease a Lot** and pay a \$50 application fee. We use the National Association of Independent Landlords to run credit and background checks on applicants.
3. Rentals are not allowed at JennLake Meadows. The primary resident must be an immediate family member of the homeowner, and one roommate is allowed. We do not allow more than two adults ( $\geq 18$  years of age) to reside in any home. We allow up to two children per dedicated bedroom.
4. We do not allow owner financing. We consider this renting and will elect to not renew the lease and may require the home to be removed from JLM property.
5. Everyone living at JennLake must be registered in the office with current contact information, including vehicle information. It is the responsibility of homeowners to ensure the office has accurate, functioning contact information and to ensure they are receiving official JLM communications via email.
6. All homes must have active homeowner insurance.
7. JennLake has an **Age of Home Policy** that must be signed by all homeowners. This document is available on the website.
8. JennLake follows a **Selling Home Process** and a **Used Home Buying Process**. These documents are available on the website.
9. Any home listed for sale by the JennLake office that does not sell within 60 days of original listing may be required to de-list the home. JennLake Management may elect not to renew the lease depending on the situation.
10. If JennLake Management elects to not renew a lease, a certified letter will be sent to the homeowner notifying them and providing options to either sell their home or remove it from JennLake property within reasonable timeframes.
11. The website provides information on the process to remove a home from JennLake Meadows. We require a refundable \$1000 deposit from the homeowner (Lessee) at the time we are notified of intent for a home to be removed. This is to cover JennLake expenses to clear and clean a lot after a home has been removed, if necessary. It is a refundable deposit and will either be returned in full

once the home has been removed and the lot is returned to a “mow-able” condition, or receipts will be provided proving JLM cost to do it that will be subtracted from the deposit.

12. Until the home has been removed safely, and the lot is completely clear of objects, the homeowner (Lessee) is still responsible for the lot rent, maintaining the lot, and keeping utilities on in the home. It is critical that the office be involved early and often if you are selling your home to someone that cannot be approved to live at JennLake which automatically triggers the requirement to uninstall and remove the home.
13. All home closings must be conducted at the JennLake Office. JennLake will provide the **Bill of Sale for Manufactured Home without Land**.

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## LOT FEES

14. Lot Rent is currently \$325.00 per month. We require a \$500 non-refundable administration fee before setting up new **Land Lease Agreements**. We strive to provide a value proposition that makes living at JennLake affordable and significantly better than comparable apartment renting, but we reserve the right to make lot rent increases as appropriate to ensure continued ability to provide overall services necessary to keep JennLake in good condition. You should expect annual increases to lot rent and budget accordingly.
15. Lot rent is due on the 1<sup>st</sup> of the month, with a five-day grace period allowed.
16. On the 6<sup>th</sup> of the month, a \$50 late fee will be assessed for each overdue invoice on the account. Quickbooks automatically sets the “due date” for all invoices to be the first day of the upcoming month. This applies to ALL open overdue invoices, including mowing penalties or underpayments.
17. All lot service utilities are the sole responsibility of the homeowner. This includes electricity, water, sewer, gas, and internet/wireless/cable. No satellite dishes are allowed at JennLake Meadows.
18. A charge of \$50 will apply for every returned check.
19. There are multiple options to pay lot rent. The preferred method is automatic monthly checks mailed from the homeowner’s personal online Bill Pay banking service, but we can also accept personal checks, cash, or money orders. We cannot accept credit card payments. Please put the lot address in the memo section of checks or money orders to make it easier to assign the payment to the correct account. There is a secure drop box located to the left of the office door. Please make sure cash is in an envelope with your name and the lot address if leaving it in the office drop box (no cash via mail please).
20. To set up JennLake as an automatic Bill Pay account:
  - Log into your personal checking account online and find where it has a Bill Pay option.
  - Use JennLake Meadows for the *business*, 185 Jenn Lake Dr, Starkville, MS 39759 for the *address*, and the lot address for the *account*.
  - Because a physical check has to be mailed from your bank to JennLake, you need to make sure that the payment occurs at least two weeks before the due date of the 1<sup>st</sup> of the month. The processing and mailing time varies depending on the bank and location, but two weeks is plenty of time to ensure on-time arrival.
21. JennLake Meadows provides a payment receipt via email for all payments received, and a full Statement of Account is available upon request.
22. Every invoice includes the current overall account balance. If there is a credit on the account, it will show up as a negative number.
23. Lot rent is not allowed to become more than two months delinquent before the homeowner (Lessee) is at risk of non-lease renewal.
24. Lot rent must be paid by the homeowner as long as the home is on JennLake property. If lot rent becomes 90 days delinquent, proceedings may be initiated placing the home in an abandoned status on private property. All remedies under the **Land-Lease Agreement** and Mississippi law will be authorized.

25. Lot rent accounts must be current before a home can be sold or removed from JennLake property.

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## LOT AND HOME MAINTENANCE

26. All lot maintenance is the responsibility of the homeowner. Property Management enforces upkeep of lot maintenance responsibilities to ensure JennLake remains a desirable community and home values remain strong for all residents. Lot maintenance is defined as including any activity that would involve JLM staff or a contractor paid by JLM, on any specific residential lot, for any reason. It includes normal wear and tear maintenance, as well as any damage that may have occurred, for any reason.
27. JennLake does not provide tools or equipment for homeowners to borrow to maintain their home or lot. As a land lease community, we are not staffed to provide services that homeowners typically handle themselves. Please do not ask to borrow our equipment.
28. Homeowners are responsible to ensure that vendors “leave no trace” when they finish working and do not dispose of unauthorized materials in the dumpsters. There are cameras at the dumpsters and if unauthorized materials from a vendor or contractor cause an issue with normal dumpster operations, the originating homeowner (Lessee) may be fined for any costs associated with the cleanup or trash company penalties.
29. JennLake Meadows has the right to require homeowners to maintain their homes in good repair. This includes maintaining the exterior of homes and sheds for cleanliness and painting, skirting in good condition, roofs maintained, doors and windows in good working order, and any other repairs deemed necessary. If JennLake Meadows deems a home to be in a deteriorated condition such that repair costs and hassle would outweigh the benefit, we will require the home to be removed from the property at homeowner expense.
30. Homeowners are responsible to maintain their lot in all aspects. Lots typically extend from the road to the edge of creeks. This includes mowing, weed-eating, raking, landscaping, shrubs, and trees on the lot and ensuring an overall neat and tidy appearance. It includes maintaining the walkways, decks, fencing (both sides), and around the parking area. It includes maintaining the area around utilities located on the lot such as meters, manhole covers, cable boxes, poles, etc. It includes, at a minimum, six feet BEHIND lot fencing to ensure the area does not become overgrown and unkept in appearance, and to reduce the potential for damage from overhanging tree branches. It includes any trees or shrubs or landscaping on the lot. Mowing and lot inspections will be regularly conducted with fines assessed for violations. Refer to the **Mowing Policy** for details.
31. Decks should be kept free of unsightly clutter. Indoor furniture is not allowed on decks or lots. Anything except outdoor patio furniture, a grill, and a large trash can with a lid to temporarily hold bagged household trash is potentially subject to being considered “unsightly clutter.” Decks are not to be used for general storage of non-porch related items such as coolers, gas cans, buckets, tarps, etc. Those items should be kept in a storage unit or indoors.
32. Temporary seasonal outdoor lighting and decorations are allowed. Anything electrical intended to be permanent such as deck lighting or fans must utilize outdoor wiring and be plugged into a weatherproof outdoor outlet. If Management deems anything electrical unsafe, it will be required to be immediately removed.
33. JennLake Meadows does not allow any window air units. We do not allow missing, broken, or bent window treatments (blinds). We do not allow sheeting to be used for window treatments.
34. No satellite dishes are allowed at JennLake Meadows. It is the responsibility of homeowners to ensure internet and cable lines have been buried. There should not be any unsightly untucked cables and cords visible on the outside of the home. If there are unused internet and cable lines, it is recommended to pull them out which may significantly improve your signal.

35. Decks must be structurally sound and safe. Both front and back doors must have permanent decks with attached steps and handrails. Refer to the ***Fence, Decks, and Storage Sheds*** document which is available on the website.
36. Homeowners are responsible to ensure that their roofs are in good shape, the home is maintaining watertight integrity, doors and windows are in good condition, etc. Traditional metal roofs should be kool-sealed at least once every 4 years, and owners should inspect for roof damage after all major storms or wind events. All shingled roofs that have reached 20 years of age, if not already replaced, are required to be replaced proactively. The biggest factor that has destroyed homes here has been water damage, usually because of a leaking roof.
37. All permanent structures must be pre-approved for placement (or removal), materials, and construction by JennLake Management due to underground utilities and Fire Marshall requirements for manufactured housing communities. Refer to the ***Fence, Decks, and Storage Sheds*** document which is available on the website.

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## VEHICLES AND PARKING

38. Each residential lot comes with two designated parking spaces. Guests should park in guest parking areas. Guest parking is for temporary guests only. Vehicles deemed by Management to exceed reasonable guest parking timeframes may be subject to towing at vehicle owner expense.
39. All resident vehicles must be registered with the office.
40. As a homeowner and resident under an active ***Land-Lease Agreement***, you have the right to be allowed safe access to get to your home. You are travelling on PRIVATE PROPERTY to get there. That means that you agree to abide by the reasonable private traffic requirements of JennLake Meadows. Please read the ***FAQ section on Big No-No's*** at JennLake Meadows for information about driving too fast.
41. Guests are GUESTS. Vendors and contractors are GUESTS. Homeowners and residents are fully, 100% responsible for the behavior of their guests while on JennLake property. If there is an issue with a guest, JLM Management will take it up with the resident, not the guest. Guests may be asked to leave JLM property at any time if they are not abiding by JLM policies.
42. Parking spaces are intended for cars and light trucks only. Any vehicle larger than a light truck (eg 1500 or below) should park at the pavilion if possible. Damage to driveways caused by large trucks will be repaired at homeowner expense.
43. We do not allow recreational vehicles, watercraft, or trailers to be stored on residential lots or in designated guest parking areas. If you choose to keep a small boat/trailer stored using one of your dedicated parking spaces, that is allowed but you cannot use guest parking for a resident vehicle other than for short durations, at management discretion.
44. The speed limit on the property is 15 mph on paved roads and 10 mph on gravel roads. JennLake Meadows is home to children, walkers and joggers, dogs, and horses on private roads. If Management feels a resident or guest is driving in an unsafe manner, they may be required to remove the vehicle from the property. Extreme or repeated failure to abide by posted speed limits may result in not renewing a lease.
45. Vehicles off the edge of the road, anywhere on grass, or in unauthorized parking spaces are subject to be towed at vehicle owner expense. Homeowners are responsible for ensuring guests understand and follow our parking and vehicle rules.
46. Use of ATV's or other recreational vehicles are not allowed on the property. Exceptions due to medical situations can be made at Management discretion.
47. Please read the website ***FAQ What Does Lot Rent Pay For?*** regarding ***Driveways***. In general, driveways are the responsibility of JennLake Meadows to maintain.

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**TRASH**

- 48. Residents are responsible for their own trash and unwanted items. Dumpsters are provided for residents at the entrance to the property. Dumpsters are provided at the entrance to the property. Only "normal" bagged household trash and household cardboard boxes if broken down as small as possible are allowed in the dumpsters. Please try to toss your trash in the dumpster in a way that does not take up unnecessary space or block access for your neighbors to deposit their trash in there between pickups. If the dumpster seems full, please wait until it has been emptied before overstuffing it. We get fined every time the dumpsters are overfilled, and the trash company will not do a pickup if anything is blocking their access to empty them with their truck. Their contract does not allow them to exit their vehicle for any reason.
- 49. If you see someone putting unauthorized items in the dumpsters, please take a picture of them and their vehicle, especially their license plate, and notify management with the time of occurrence. Please ESPECIALLY do this if you suspect the person is not a resident. The dumpsters have 24/7 video surveillance, and we can utilize your information and the video to notify the Sheriff's Department of trespassing and unauthorized dumping, which is a criminal act.
- 50. If we determine that a specific resident has violated our trash policies, we may invoice a penalty depending on the impact to normal trash operations and whether JLM staff had to get paid for cleanup of the situation.
- 51. The **Trash Policy** contains hours and directions to the local landfill and recycling locations. It can be found in the documents section of the website.
- 52. No trash or debris is allowed on the lots, and trash bags are not allowed on decks. We recommend using a 32-gal trash can with a lid on your porch to discretely store a couple of kitchen sized bags until you can make a trip to the dumpsters. Please be careful not to spill your trash on the way to the dumpsters! If you do have a spill, you are responsible to clean it up yourself.
- 53. If you have a small quantity of tree or shrubbery trimmings neatly stacked beside the road (defined as one person can pick them up and put them on a small trailer in less than 10 minutes) we will take them to our burn pile for you at no charge. If you know you will be having a larger quantity of trimmings, reach out to the office with plenty of time for us to coordinate pre-staging a trailer there for you. If we have staff available, we are happy to help. If we discover a large and / or poorly stacked pile of trimmings, we may invoice you to recover our costs for hauling it off.
- 54. There should not be anything leaning against any home, fence, or deck.
- 55. Never put anything in drainage ditches or creeks. If you notice debris is blocking drainage in a creek behind your home, notify the office.
- 56. Never dump food or grease outside because it attracts wild animals. Never feed wild animals or feral cats.
- 57. It is the homeowner's responsibility to ensure that all personal contractors follow the JLM parking and trash policy, and you may need to factor into the price their cost to remove all items from the property. You will need to coordinate with an HVAC contractor if you need to dispose of an A/C unit or refrigerator.
- 58. Access is not allowed to residents across the bridge where the burn pile is located. Do not ever, under any circumstances, put anything back there by yourself unless you have direct approval from JLM Management and you assume all liabilities.
- 59. Violations to the trash policy may result in fines assessed. Management may haul off any bagged household trash or other trash left on your deck or in your lot for more than 48 hours. The first offense will result in a \$50 fee, with subsequent offenses being \$100 each. THIS IS NOT A SERVICE. IT'S A PENALTY.

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## PETS AND CHILDREN

60. JennLake Meadows allows two dogs and two cats per home.
61. There are no dog breed or neuter restrictions.
62. Dogs are not allowed to be tied up or tethered anywhere at JennLake Meadows.
63. JennLake Meadows is a DOG friendly community. There are already a lot of small wild critters roaming about in the woods around the property that get outside dogs barking at all hours of the night and day. Outside cats tend to rile up the dogs especially at night and are also prone to get on or under vehicles. Management views outside cats as a somewhat invasive predator species that hunts birds and other small animals. We do not want them multiplying under any circumstances.
64. Outside dog pens or kennels are not allowed. You should ensure there is no odor bothering neighbors from animal waste on your lot.
65. JennLake Management reserves the right to require removal from the property of any pet that is causing a nuisance or unsafe situation for others. Owners are requested to be respectful of allowing their dogs to relieve themselves in someone else's lot.
66. Any pets left outside that are causing a noise nuisance may be required to be kept inside when unattended.
67. If JennLake management determines a pet to be in an unsafe or neglected condition, we may intervene and either require changes to remedy the situation or remove the pet from the property. Examples include but are not limited to not having access to shade and water during hot conditions, or not having access to adequate warmth in cold / wet conditions.
68. JennLake strongly discourages "outdoor only" pets. We do not believe it is right to leave domestic pets outside during harsh weather conditions.
69. It is your responsibility to ensure that your pet does not routinely escape from your lot. Repeat offenders may be asked to be removed from the property.
70. Dogs should be on leash while in residential areas. Dogs are not allowed to run free except in open areas away from homes, and they must always be under the control of a nearby owner.
71. All lots must be fenced if children under 10 years of age are living there. Children under 10 should always be accompanied by an adult outside of their lot on the property.
72. Do not interact with the horses or enter a pasture or barn. Do not feed anything to the horses. This is very important for the overall safety of the horses and people, as well as to reduce the liability risk for JennLake Meadows as a horse boarding facility. If you observe a problem with the horses or anything suspicious, immediately contact Management.

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## GENERAL

73. Homeowners are 100% responsible for any actions and damages of roommates, guests, or contractors while on JennLake Meadows property.
74. JLM provides multiple ways to stay abreast of happenings, issues, and policies via the website and social media. Our official method of communication is via email and/or certified mail to the JLM homeowner (lessee) lot address for formal / serious situations. We may also utilize informal communications such as text or phone calls, as appropriate, for expediency and convenience of JLM management. We are not responsible to individually contact owners about policy changes beyond our official mass communication distribution methods.
75. Loud music or parties that disturb others are not allowed.
76. Use of the pavilion is for residents only. The pavilion should be reserved through the office for social gatherings of more than 10 people. The pavilion is free for use by residents as long as it is kept clean, undamaged, in a safe condition, and not bothering residents. If you turn on the lights or fans make sure they are off before you leave. If you use the firepit make sure the fire is not left unattended and

is fully extinguished before you leave. Residents may be invoiced if JennLake staff must get involved to ensure conditions are maintained.

- 77. Firepits are not allowed on the property.
- 78. Fishing is only allowed for residents and their guests when accompanied by a resident. It is critical that you "leave no trace" when fishing for the safety of humans and animals. Fishing privileges may be revoked if any hooks, fishing line, fish parts, or trash is left around or in the ponds.
- 79. No watercraft or humans are allowed in the ponds. Do not ever dump any items into the ponds.
- 80. JennLake Meadows reserves the right to require removal of any item from the property.
- 81. JennLake Meadows Management reserves the right to add or change rules as needed for the protection and welfare of the general community.

Initials: \_\_\_\_\_

**SIGN AND ACCEPT JENNLAKE MEADOWS LAND LEASE COMMUNITY RULES**

**By signing this document, I agree to abide by these Rules as part of the JLM Land-Lease Agreement.**

**PRINTED NAME**

**SIGNATURE and DATE**

**OWNER (LESSEE) NAME:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TENANT NAME** (must be immediate family member of owner):

\_\_\_\_\_

\_\_\_\_\_

**ROOMMATE:** \_\_\_\_\_

\_\_\_\_\_