



FLUMMERFELT COMMUNITIES



*Country Club Estates *Heather Glen *Knollridge *Four Seasons*
*Shady Grove *Meadow Lane *Homestead Colony *Eagle Pointe*
Sunridge Estates

RULES AND REGULATIONS

WELCOME!!

2021 Edition

Flummerfelt Communities have adopted the following rules and regulations so that you may use your home site in a pleasant and enjoyable manner and also to create a basic understanding between residents and management regarding the responsibilities of each. Many rules that govern your residence in this community are established by state and local governmental units. The following Rules and Regulations supplement, but do not replace, those established by law. Upon reading these rules and mutually agreeing to abide by them, both management and residents will sign the accompanying agreement form. As provided by law, these rules and regulations may be amended from time-to-time during the course of your tenancy upon thirty (30) days written notice to residents. Your cooperation as a resident of this community, as well as your consideration for others, will ensure a good relationship with your management and other residents.

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COMPLIANCE WITH THE RENTAL AGREEMENT

1. The tenant, and those claiming by or through the Tenant, must comply with all terms and conditions of the written Rental Agreement entered into with the manufactured home community owner(s) and/or manager(s).
2. Rent is due on the first of each month. If it is paid by the third day of the month the standard amount will apply. If it is paid on the fourth or thereafter there will be a \$25.00 late fee. After the 15th of each month an additional \$25.00 late fee will be added, bringing the total late fee due to \$50.00. **Please pay on time to avoid any additional fees.** Rental payments shall be made in the form of a check or money order and delivered or mailed to the manager. Checks and money orders shall be made payable to your community name. Cash will only be accepted at the office and may not be dropped in a rent box so a receipt for your payment may be issued.
3. Tenant agrees that, subject to the terms of the lease, management shall have the right to increase rent upon sixty (60) days written notice to the Tenant. Tenant will return to management within the sixty-day period an executed agreement, if asked to do so, reflecting such rent increase or the Rental Agreement will be subject to termination by the Landlord.

TENANT OCCUPANCY OF THE PREMISES

4. **MANUFACTURED HOME.** It is the responsibility of the Tenant to maintain his/her manufactured home in a clean and attractive condition and to keep it in compliance with all applicable laws, ordinances and regulations of the state, county, city and our community.
5. **SET-UP.** The move-in of a manufactured home must conform to Flummerfelt Communities set up regulations and be done by a reputable and licensed dealer or service company approved by management. Placement of the home on the site is to be supervised by management unless the Tenant obtains Landlord approval to set-up without management supervision. Hitches and tongues, if removable, must be removed prior to occupancy and stored out of sight under the home. Axles, hubs, springs and wheels must be left with the manufactured home at all times. The home shall be set at a suitable level as prescribed by management and all local and state codes shall be met before occupancy. Management must inspect and approve set-up before occupancy.
6. **UTILITY HOOK-UPS.** All Tenants must comply with utility hook-up requirements set by utility providers, and Flummerfelt Communities.
7. **ELECTRICAL INSTALLATION REQUIREMENTS.** All manufactured homes shall be connected by a qualified installer approved by management. If a permit fee is required, it must be paid by the Tenant. The electrical installation shall be in accordance with all applicable laws, ordinances and regulations of the state, county, city and community. Upon taking possession of the leased premises, the Tenant shall inspect the thermal line, electric pedestal, and sewer lines to insure they are in good working order and not damaged. If they are damaged, the Tenant shall notify management of the nature and extent of said damage within five (5) days after taking possession. If the Tenant fails to notify the manager of any such damage, it will be conclusively presumed that the above-noted items were in good working order and undamaged at the time the Tenant took possession.
8. **SKIRTING.** Tenant is responsible for skirting the manufactured home within seven (7) days after placement of the manufactured home on the lot. The manufactured home must be skirted with skirting approved by management. The skirting must be installed on a wood base consisting of double treated 2x4's staked to the ground. Please consult management on the exact placement of the skirting. All homes should be tied down as required by local or state regulations. Staking to the ground is not acceptable and will not be approved. Skirting must be kept clean and in good repair at all times. Please be very careful when trimming grass - do not put holes in skirting.
9. **WATER AND WASTE WATER AND SEWERAGE DISCHARGE.** Water shall be furnished to each home site by a city or rural water provider and may be metered separately. Tenant must show proof that the required deposit for water has been paid to the proper provider, if required, before commencing tenancy. Certain communities will have domestic water provided without charge but individual meters will be installed to track usage and individual lots will be billed for waste water and sewage discharge based on those individual meter readings. In these communities a charge may be made for meter reading and billing. **Please check the disclosure sheet providing specific information about utilities for the community in which you are renting a lot.**

10. STEPS, PORCHES, DECKS AND SHEDS.

- A. STEPS. All entry steps must be approved by management. Concrete, treated wood or fiberglass steps are allowed and must be appropriately stained, and must have handrails and must meet all state and local building codes. If opening under the deck or step is visible, it must be covered with approved skirting material to match home and have toe kicks installed to be consistent with the decor of the steps or the manufactured home.
- B. PORCHES. All porches must be approved by management prior to purchasing or installing and must be made from maintenance free materials. Porch bottom exteriors must be covered with skirting material to match the manufactured home skirting and/or materials consistent with construction used to build the deck. Porches must have handrails on all exposed sides.
- C. DECKS. Plans for deck construction must be submitted and approved by management before submitting them to the local building authority for a building permit. Decks will remain the property of the Tenant and must meet all state and local codes as to materials, foundation, deck load and railing requirements. Decks must also meet the requirements of management, must be enclosed on the bottom with skirting material to match the manufactured home skirting, must be stained **and not painted**, to maintain a natural but attractive appearance, and must be reasonably maintained. Any deviation from these specifications will cause an order by management for removal. Front door side of home must have a minimum of an 8 x 8 deck meeting management approval.
- D. STORAGE SHED. Must have a minimum of an 8 x 8 storage building approved by management. All new sheds must be vinyl sided and shingled roof with steel doors. No metal or vinyl sheds accepted. Placement of the shed on the lot must be approved by management. The location of storage sheds must be pre-approved by management. Maximum shed size will be 10' x 16'. Only one shed per home permitted. Storage of any other kind outside the manufactured home is absolutely forbidden. If a garage is built on a lot that previously only had a shed then the shed must be removed unless it is approved by management to remain in the community.

11. AWNINGS AND CARPORTS. All awnings or carports must be approved by management prior to purchase and installation. All awnings or carports must be fabricated of aluminum, designed for awning or carport application, installed in a safe manner and correspond with the decor of the manufactured home.
12. FENCES. No new fences will be allowed. Landscape dividers, railroad ties, and landscape timbers may be used only after approval by management.
13. FIREPLACES/FIRE PITS. All fireplaces and chimneys installed must be in compliance with all state and local building codes. A local building permit must be acquired by the homeowner before the start of installation. Fire pits will be approved on a case by case basis, by community manager. Firewood must be stored in accordance with all applicable laws, ordinances, regulations and codes of the state, county, city and manufactured home community. Firewood may not be stored outside the home and management will advise Tenants if a problem exists. A Tenant not complying with management's recommendations must remove all firewood from the site.
14. CLOTHESLINES. Clotheslines of any kind are not allowed, except the umbrella-type clotheslines may be used if folded down when not in use and placed behind the home.
15. ANTENNAS AND SATELLITE DISHES AND CABLE. Outside television antennas and satellite dishes may be used if kept in a presentable condition and in good working order. **Placement must be approved by management.** The placement of the dish or antenna will be at the back half of the home. If placed on the home it must be installed at roof height. They may be placed on a post in the back half of the Tenants yard or attached to the roof of a storage shed. They may not be placed on the front half of the home or attached directly to the front of the home. If the Tenant has any question as to where it should be placed to meet the standard, management should be contacted. Any placement that does not meet the standards must be moved at Tenant expense. The Landlord may require that a particular antenna or dish be removed if, in the Landlord's sole discretion, its appearance becomes unsightly. **We do not allow any cable wires to be drilled through the outside of the home. All wires must come up through the floor into the home.**
16. SIGNAGE - SOLICITATIONS. Signage of any kind is not allowed. In addition, no peddling, soliciting, or commercial enterprise is allowed in the community. "Commercial enterprise" is defined to mean, among other things, babysitting on a regular basis for **individuals other than registered tenants.**

17. **REQUIRED IMPROVEMENTS.** Any improvements required by the rental agreement or rules and regulations must be completed timely and in a good and workmanlike manner, will be capable of removal at the conclusion of the tenancy, and will be completed free of liens and in compliance with all applicable codes and ordinances.

GENERAL USE, MAINTENANCE AND GUESTS

18. **RESIDENTIAL USE.** No person(s) shall occupy the leased premises except those persons approved by management and listed on the Rental Agreement executed by the landlord. The Tenant shall personally occupy his/her manufactured home only as a dwelling unit and may not rent the manufactured home nor assign their tenancy to another person unless prior written approval of management is obtained.

18a. **GUESTS:** Resident agrees that the Community reserves the right, in the Community's sole discretion, to exclude from the community, and therefore from the lot, any third party, either temporarily or permanently. Any violation of the Community's directive excluding a third party will be deemed and treated as a trespass committed by that third party. If Resident is deemed to be complicit in such trespass, such conduct will be deemed a material noncompliance with this Rental Agreement. If Resident objects to the exercise of this right by the Community, Resident's exclusive recourse will be to terminate this Rental Agreement by written notice to Community given at least thirty (30) days prior to a rent due date. Upon such termination the rights of the parties will be the same as though the Rental Agreement had terminated as originally provided, without renewal. During the term of this Rental Agreement the Resident further agrees to cooperate with Community and law enforcement agencies in enforcing criminal laws with respect to the property of Community and the lot, and to require persons residing with Resident and Resident's invitees to identify themselves by true name, address, and relationship to Resident upon request by the Community or law enforcement authorities.

19. **PARKING.** There shall be no on-street parking in the community at any time, if an off-street parking pad is provided, for the full time use of a Tenant's car. There is to be no parking at the end of dead-end streets in any community, especially in the winter months as snow is pushed off these areas. The Landlord shall provide off-street parking for the Tenant limited to two (2) motor vehicles and Tenant agrees to use said off-street parking. The Landlord will allow the installation, at the absolute sole discretion of management, of a third concrete parking pad on those lots which will accommodate such a pad. Because of certain community designs not all lots will allow such a placement and some lots may accommodate the pad in front of, or some beside, the existing pad. The entire cost of installing the extra concrete parking pad will be paid for by the Tenant. These concrete pads will be considered a permanent improvement to the community and may not be removed when the original installer's lease is terminated. Each concrete pad will be ten (10) feet wide by twenty (20) feet long, have re-rod support and must be five (5) inches deep. **All areas surrounding the new concrete pad must be backfilled and put back to grass by the Tenant at the Tenant's expense.** This extra concrete pad will be for the use of an extra car only and not for other vehicles already not allowed in the community as stated in these community rules. This means that those with the extra concrete pad will be allowed to have three (3) vehicles in the community, all which must be in running order and meet the standards spelled out in these community rules. No parking is permitted on sidewalks, streets or lawns. Vehicles illegally parked, or vehicles parked in community parking areas and left unattended for an extended period of time will be towed out of the community at the vehicle owner's expense. No junk cars or other non-operable equipment shall be stored on the lot. Landlord is not responsible for any loss or damage to Tenant's property stored in the parking area, or in any other area of the manufactured home community. Tenants shall make all reasonable efforts to prevent gas, oil and grease leakage from vehicles on concrete or blacktop and must clean up these areas if such a leak is found on the parking pad.

20. **HOME SITE MAINTENANCE.** Toys, bikes, tools, etc. must be kept inside the manufactured home or storage shed and cannot be left outside overnight. Storage that causes fire or health hazards is not permitted. Residents shall keep their home site neat and clean and free of litter. Each resident shall be responsible for lawn maintenance, mowing, gardening and general maintenance of their home site. All outside lawn furniture must be approved by management, and be kept on the deck only. Grass shall not be cut shorter than 2 ½ inches, and yard must be trimmed at the time of mowing. **We allow and recommend that once the home has been trimmed that a product like Round Up be used to kill the grass in a 2-3 inch area next to the skirting and landscaping so it needs trimmed less often and protects the skirting from string trimmer damage.** Only proper de-icing chemicals allowed, no salt allowed on concrete. Neglected amenities, which includes inadequate cutting of grass, weed control, or collection of litter may be maintained by management at a charge of \$50.00 per hour, with a minimum charge of \$50.00 for each time it is necessary because of a resident's failure to do so. All such charges are due as additional rent on the first day of the month following billing. Any changes in home size, additions or attachments to the exterior, or exterior painting, must be first approved by management to assure compliance with all state, local, and community building codes, rules, or standards. Violations in regard to home or home site maintenance, as with violations of any other rule, can lead to eviction.

21. MANUFACTURED HOME MAINTENANCE. It is the responsibility of the Tenant to generally maintain the physical condition and appearance of his or her manufactured home so that the aesthetic quality and appearance of the community and the value of the community are protected and preserved. Tenants must immediately replace or repair damaged or missing skirting and siding, broken windows, exterior doors and awnings, and broken or deteriorated handrails, porches and decks. Chipped or peeling paint and rusty screws must be repaired, painted or replaced as needed. Paint colors must be approved by Management. All homes must be kept in good repair and in a neat and orderly condition and free of debris at all times. Homes with vinyl siding must keep it clean and free of dirt and moss.

Plastic shall not be attached or visible on the exterior of the manufactured home, and raw insulation must not show through windows at any time (i.e., plastic over windows during the winter months.). The home must have proper window treatments such as mini-blinds or curtains and may not have blankets, towels, etc. hanging in the windows. There shall be no homemade or manufactured energy saving devices, such as solar panels, without management approval.

The central air-conditioning unit must be set on the back side of the manufactured home. Window air-conditioners must be installed properly, with management approval, but may not be installed on the front (or "street") side of the home.

No tires or weights shall be placed on the top of the home.

22. REFUSE AND GARBAGE. Garbage, depending on the community, will be collected weekly or more frequently and must be kept in the furnished trash receptacle, in plastic bags, provided by the trash company or deposited in the dumpsters provided at the entrance/exit. **Individual containers must be stored out of site.** No extra trash cans or garbage is to be kept outside the home. It is the Tenant's obligation to place the trash in front of the home on pickup day if your community has at home trash service. Any tenant who is handicapped or unable to move the trash to this location needs to notify management so other arrangements can be made. Burning of leaves is not permitted. Disposable diapers, tampons and sanitary napkins must be placed in a refuse container (not in the toilet). Newspapers or magazines not already in containers must be tied with twine when disposed of. Residents are required to keep home sites free of health or fire hazards. In all events, containers and trash disposal must comply with applicable codes and ordinances. The Landlord shall pay for regular garbage collection if your community provides that service. However, the Landlord shall not be responsible for any charges for excess containers or other items not included in regular garbage collection services shall be charged to the Tenant. Some communities do not include trash collection in the rent and trash collection costs will be paid by the tenant who will sign up for service with the required provider. **IN COMMUNITIES WITH DUMPSTERS: DO NOT PLACE FURNITURE, APPLIANCES, DEAD ANIMALS, LEAVES, GRASS CLIPPINGS, CARPET, ETC. IN THE DUMPSTERS. TENANTS MUST ARRANGE TO HAVE THOSE ITEMS REMOVED BY OTHERS AT THE TENANTS EXPENSE.**

23. WATER AND SEWER LINES. The manufactured home community will keep the main sewer and water trunk lines open and running at all times. Any stoppage of the branch line or freezing of water pipes is the responsibility of the Tenant. All lines must be properly protected with heat tape and heat stick (where installed) during the winter months. **No running of water to prevent freezing of pipes will be allowed as this can freeze and damage the sewer lines to your home and waste water. The Landlord shall not be liable for any frozen pipes or sewers caused by tenant actions.**

FINANCIAL AND LEGAL RESPONSIBILITIES

24. SECURITY DEPOSIT. A security deposit of no more than two (2) month's initial rent is required of residents prior to their manufactured home being placed on site or ownership transfer. The security deposit will be returned when the Tenant leaves, gives proper notification, all rents and related charges are paid current, and the home site is vacated in good and undamaged condition in accordance with management requirements and existing state or local laws, ordinances, and regulations. You must notify the community office of a forwarding address upon terminating your tenancy. If no mailing address or instructions are provided to management within one year of termination of tenancy, the security deposit shall become the property of the Landlord. This provision will survive the termination of a tenancy. Security deposits are non-transferable.
25. RENTS PAYABLE. Monthly home site rents are due on the first of each month and payable in advance by check or money order at the box located in the community. If it is paid on the fourth or thereafter there will be a \$25.00 late fee. After the 15th of each month an additional \$25.00 late fee will be added, bringing the total late fee due to \$50.00. **Please pay on time to avoid any additional fees.** All changes affecting your rent structure can only be affected through the community office. Sixty (60) days' notice shall be given before vacating the community unless waived by management. **In any event, Tenants are not permitted to vacate the community prior to the end of their lease term unless rent is paid for the full period.** **Note:** Resident will be charged thirty dollars (\$30.00), along with the late fee, for each personal check they write that is

returned by the bank due to non-sufficient funds, the account being closed, or any other reason. **Only money orders, cashier's checks or cash will be accepted in replacement of returned checks.** Bad check writing may result in only money orders, cashier's checks or cash being accepted for future rent payments on a permanent basis.

26. **ADDITIONAL FEES.** Any state or local taxes that management is compelled to collect on each manufactured home or home site will be collected by management and remitted to the proper taxing authorities. Such charges shall be deemed additional rent. Any amounts that the Landlord is required to pay by any utility provider because of Tenant's failure to pay will be charged to Tenant as additional rent. Failure to pay utility charges to the utility provider will be deemed to be a breach of the Rental Agreement.
27. **REGISTRATION.** All additional occupants beyond those listed in the Rental Agreement must be registered at the community office and be accepted by management. Each Tenant must also complete a standard application form and registration form at the community office. The application and the registration forms **MUST BE KEPT CURRENT**, within ten (10) days of any change. Resident homeowners are responsible to register all vehicles, their license numbers and all occupants.
28. **ELECTRIC, GAS, TELEPHONE AND WATER.** These utilities are provided to each home site, where available. The responsibility for providing service to each homeowner is the sole responsibility of each utility company. The resident will pay all deposits and bills rendered by the utility companies. Residents will not tamper with meters or equipment. Failure to pay utility charges will be deemed to be a breach of the Rental Agreement. Tenant hereby grants to Landlord the right to obtain information from each utility provider about Tenant's account with the utility provider.
29. **TELEVISION.** Any Tenant who chooses to use cable television or satellite service will be required to pay all deposits and charges and deal directly with that company on service requests. Placement of all satellite dishes must be approved by management.
30. **PETS/ANIMALS.**
 - A. The following provisions regarding pets and animals are all subject to, and excepted by, applicable federal and Iowa law, including the federal Fair Housing Act and Iowa Civil Rights Acts, pertaining to service dogs/animals and assistance/companion/emotion support animals, and nothing contained in the Rules and Regulations shall be construed as waiving, limiting, or extinguishing the residents' rights under any such law.
 - B. **Pets/animals are prohibited unless the Resident obtains prior written approval by Landlord or Management and signs our Pet/Animal Registration and Policy. All animals must be registered with Management.** If a pet is acquired and not registered, that action constitutes material noncompliance with the Agreement. An up-to-date record of rabies shots must be given to Management for all dogs and cats. **The Landlord reserves the right to decide, in its sole discretion, which Pets/Animals are approved and allowed to reside in our communities.**
 - C. Resident must be outside with their animal at all times. Pets/Animals must be on a leash that does NOT infringe on neighbors' yards, common areas or streets.
 - D. Pets/Animals will not be allowed to use other resident's sites to rid themselves of waste. Pet/Animal waste will be removed no less than weekly. For large dogs, please remove waste every three days.
31. **FIRE HAZARDS.** Each home must be equipped with a fire extinguisher and smoke detector.
32. **TELEPHONE NUMBERS.** Each Tenant must provide management with his or her telephone number, even if that number is unlisted. This number will not be given to anyone not affiliated with the management of the community.
33. **NOISE CONTROL.** It is intended and expected that the community will be free from disturbing noises of any kind **AT ALL TIMES.** Vehicles with noisy mufflers will not be allowed in the community and any such vehicle belonging to a Tenant must immediately be repaired if it becomes loud. The use of any type or class of fireworks is prohibited in the community and the immediate perimeter of the community.
34. **UTILITY REPAIRS RESPONSIBILITY.** The Landlord shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below grade level. Utility companies, such as telephone, gas and electric are responsible for their individual underground facilities leading to your home. In other words, the Landlord will be responsible for below-ground improvements and the resident shall be responsible for any damage and repairs above ground. Should the resident

damage any below-ground improvements caused by malfunctioning heat tape, plumbing work or digging, damage will be repaired by Landlord personnel or its contractors and charged to the Tenant. Should the blockage of a sewer line be the result of items discarded by the Tenant into the sewer, the cost of repair shall become that Tenant's responsibility.

SPECIAL NOTE: Housing units may be located above sewer lines and other utilities. If it becomes necessary to move one or more housing units in order to make repairs, affected residents will be given as much notice as is feasible under the circumstances. The Landlord will be responsible for the cost of moving the housing unit, relocating the housing unit either temporarily or permanently, and reconnecting utilities, but will not be responsible for any other or further consequential damages. Each Tenant takes and holds possession subject to this understanding, and with the knowledge that delay in the moving of such housing unit(s) may cause foreseeable, consequential damages to the Landlord, other Tenants, and others.

35. **SIDEWALKS, PATIOS, PARKING SPACES.** It is the responsibility of each Tenant to keep sidewalks, patios, and on-site parking spaces free of ice, snow and all other hazards.
36. **VEHICLES.** Vehicles parked on home sites must have current license plates or tags and be operable or be removed from the community. The exterior condition or appearance of all resident vehicles must look presentable. Large trucks or other vehicles over $\frac{3}{4}$ ton are not permitted to be parked on-site. Trucks of this description are only allowed in the community temporarily for servicing the community or residents. Tenant must notify Landlord in the event of a change in vehicles giving a complete description of the new vehicle. The number of vehicles to be kept at the site must remain as Tenant's application for rental agreement unless prior written approval is received.
37. **GARAGES.** All garages must be pre-approved in writing by management and may be placed only on lots approved by management that will work in accordance with local city ordinances. Not all lots will accommodate a garage based on the design of certain communities. If a home is removed from the community and there is a garage present on the lot, the tenant has 2 weeks to remove the garage completely from the lot, including the concrete slab, and must re-sod the yard or the garage becomes the property of the community. If a garage is built on a lot that previously only had a shed then the shed must be removed unless it is approved by management to remain in the community.
38. **VEHICLE REPAIRING.** Minor repairing on-site, such as tune ups, fan belts, tires, batteries, etc., will be allowed. Repairs such as replacing transmissions, engines, body refinishing, etc., are not permitted. Vehicles cannot be put up on ramps or blocks for **more than one day** for repairing. Vehicles are not to be disabled for more than twenty-four (24) hours for repairs or maintenance.
39. **TRAFFIC AND VEHICLE REGULATIONS.** All traffic regulations and customary rules of the road will be obeyed throughout the community. A 10 MPH speed limit is enforced in all areas. Violators will be issued violation notices. **NO ILLEGAL, ON-STREET PARKING IS PERMITTED.** Residents are responsible for their guests' actions and may be held ultimately responsible for those actions.
40. **MOTORCYCLES.** Licensed motorcycles may only be ridden to and from the resident's home. Motorcycles must have quiet mufflers. Homeowners will be held responsible not only for their own actions, but for actions of their guest as well. Motorcycles cannot be parked or stored on lawns. **Operation of mini-bikes, go-carts, dirt bikes, snowmobiles or any other gas-powered recreation vehicle that is not street licensed is prohibited.**
41. **RECREATIONAL EQUIPMENT STORAGE.** Boats, trailers, motor homes, un-mounted truck campers and snowmobiles may not be kept on-site. These items must be kept outside the community.
42. **RECREATIONAL FACILITIES AND FISHING.** Recreational facilities, such as a community pool and playgrounds, are for the exclusive use of the residents and a maximum of two (2) guests and the guests must be accompanied by a resident of the community the facility is located in and which the tenant pays rent. **Any recreation area owned by the community is for the use of the residents of that community only. Posted regulations for the proper use of all facilities must be observed. There is no smoking or alcohol allowed in any community owned recreation area.** Residents in communities with a clubhouse will be required to read and sign a separate rules and requirements sheet before access is granted and may be required to pay a deposit and cleaning fee.

Individual swing and slide sets will not be allowed to be installed on resident's own site. Small wading pools six (6') foot diameter by twelve (12") inches deep maximum may be placed on home site, if located on the deck or driveway to protect grass areas and only after approval by management. **No trampolines of any size are allowed in the community.**

Tents are allowed if only left up for a day or two and may not be put up longer as damage to the grass will result. Where fishing is possible, fishing will be allowed only for tenants and their guests and the tenant must be present and may not give permission to fish when they are not present. Fishing is allowed only in the areas designated by community signage. No hunting is allowed on the premises.

43. CHILDREN. Children under sixteen (16) years of age must be off the streets by 10:00 p.m. Parents will be held accountable for their children's actions and any damage caused by them. **Children are not to play in the streets. Children are not to play on other resident's home site without permission from the homeowner. Children must be supervised by a parent or adult sitter at all times.**
44. RESALE OF MANUFACTURED HOME. A 60-day notice is required. Manufactured home sites are non-transferable. Manufactured homes may not be sublet. Tenants may resell their home on its site within the community so long as the home meets community specifications. If the home does not meet these specifications, it must be brought into conformance or be removed from the community. **Tenants selling their home on-site must have their home inspected by management prior to selling.** A nominal fee may be charged for this inspection. **No home will be allowed to remain on site and the home site will not be transferred to your buyer without a resale inspection form from management. Your purchaser must apply for tenancy at or before your request for a resale inspection form.** Prior to finalizing the sale of your home, after receiving a Resale Authorization Approval, your purchaser must have been accepted as a Tenant for the home site, pay all applicable fees and deposits; and provide proof of ownership. Qualification for acceptance into the community for site rental will be based upon acceptance of terms of the then-applicable Rental Agreement and rules and regulations, and verification of credit, income, etc., of the purchaser. Resale inspection requirements include: type and condition of shed, skirting, steps, decks, porches and additions, exterior appearance, broken windows, exterior doors, air conditioner foundation or installation, exterior sewer pipes and tie downs. The Tenant or the person selling the home is responsible to conform to all inspection requirements. No signs of any kind shall be erected on the home site or the exterior of the home.
- In the event of a sale to a third party, in order to upgrade the quality of the community, the Landlord may require that any home in a rundown condition or in disrepair be removed from the community within sixty (60) days.
45. MANAGER. Rent payments and correspondence regarding community related matters shall be given to the Manager or main office in Nevada, IA for that purpose. In case of emergency, the Manager shall be notified but only after local authorities (i.e., police, fire department, ambulance, etc.) have been called.

LANDLORD'S RIGHT OF ACCESS

46. ABANDONMENT. If a Tenant abandons a home on a manufactured home site, the manager will make a reasonable effort to notify the owner and/or lien holder of the home or other known claimant in a reasonable time, and inform such person(s) of their liability for any cost incurred for the site, including rent and utilities due and owing. **The owner, lien holder and such claimants are jointly and severally responsible for payment of such costs.** The home may not be moved from the manufactured home site without a written consent from management acknowledging clearance for removal and showing all monies due and owing as paid in full or that a satisfactory agreement has been reached between owner and management.
47. EMERGENCIES. Management shall have the right to enter a home owned by a Tenant or rented by a Tenant if such access is necessary to prevent damage to the manufactured home or manufactured home site, is in response to an emergency situation, or the Tenant has abandoned the premises.
48. MAINTENANCE. Management shall have the right to enter onto the manufactured home site or the manufactured home, if said manufactured home is rented from the Landlord, and make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
49. ILLEGAL DRUG ACTIVITY. Management shall have the right to inspect periodically all common areas of the manufactured home community for evidence of illegal drug activity. In addition, management will maintain a record of all suspicious activity suggesting the presence of illegal drugs. If you observe any of the following items, you must promptly report it to management:
- (a) Unusual odors;
 - (b) Persons who appear to be under the influence of drugs;

- (c) Pipes for smoking drugs;
- (d) Scales for weighing drugs;
- (e) Other drug paraphernalia;
- (f) What appears to be illegal drugs; and/or
- (g) Other suspicious activity that suggests illegal drugs are being used, stored, purchased, sold, or delivered on the premises.

If deemed appropriate, suspicious activity will be reported to the local police department and the Federal Drug Enforcement Agency.

50. **ROUTINE ACCESS.** Management shall have the right to enter onto the manufactured home site for maintenance of utilities, protection of the manufactured home community and to conduct periodic site inspections. Management may not enter a community-owned manufactured home for the purpose of routine inspection or repair without the consent of the occupants (which cannot be unreasonably withheld), or prior to giving the occupant twenty-four (24) hours written notice of required entry. If the Tenant refuses to allow lawful access to the manufactured home or manufactured home site, management may terminate the Rental Agreement and recover actual damages sustained.

STORM STRUCTURES AND EMERGENCY CONDITIONS

51. **IMPORTANT NOTICE.** Landlord may provide access to basements or concrete buildings, for shelter, located in the park. If such access is provided, the undersigned agrees to use such structure in a prudent, non-offensive, and non-dangerous manner and in compliance with the Rules and Regulations imposed by Landlord from time to time. The undersigned and their guest or invitees shall use said structure at their own risk, and Landlord shall have no liability for any and all damages or injury incurred by such persons except where the same is caused by Landlord's negligence. **Finally, the undersigned acknowledges that such structure was not built, and is not required to be built, in accordance with FEMA standards.**
52. The streets should not be blocked by parked vehicles in the event that there should be a need for emergency vehicles to enter the community.

MISCELLANEOUS

53. **INDEMNITY.** Tenant(s) hereby agree to indemnify and hold harmless management or owners from and on account of any damage or injury by fire, theft or accident to any person(s) , or to the furniture, equipment, records, goods, wares, manufactured home or merchandise of any person(s) arising from the failure of a resident to keep the manufactured home and his/her lot in good condition as herein provided, or arising from the negligence of any co-tenants or their guests, or by any owner or occupant of adjoining or contiguous manufactured homes. Tenant agrees to pay for all damages or injuries to management or other tenants, their guests and families caused by the Tenant or his/her family or guests, whether by negligence or misuse of the manufactured home property or its facilities or otherwise.
54. **WEAPONS.** No firearms, BB guns, air rifles, pellet guns or other weapons of any kind are to be shot or used within or toward the manufactured home community. Use of bow and arrows is also prohibited.
55. **OPTIONAL IMPROVEMENTS.** Tenants may, with the consent of management and filling out our "**Home Site Application**", make improvements to their premises. Upon termination of the Rental Agreement, the Tenant must leave the site in substantially the same or better condition than existed upon taking possession.
56. **HEALTH AND SAFETY.** It is the responsibility of each Tenant to maintain his or her manufactured home space and the home, if also rented, in as good a condition as when the Tenant took possession, comply with all obligations primarily imposed upon Tenants by applicable provisions of the city, county, and state codes materially affecting health and safety; keep that part of the manufactured home community that the Tenant occupies and uses reasonable clean and safe; dispose of all rubbish, garbage, and other waste from the Tenant's manufactured home space in a clean and safe manner; not destroy, deface, damage, impair or remove any part of the manufactured home community or knowingly permit any person to do so; and conduct himself or herself and require other persons in the manufactured home community with his or her consent to conduct themselves in a manner that will not disturb the Tenant's neighbors' peaceful enjoyment of the manufactured home community.
57. **REMEDY.** If a Tenant's failure to comply with the requirements of Rule 56 above materially affects health or safety or

causes destruction or disrepair and the Tenant fails or refuses to correct such failure or make repairs as promptly as conditions require or within fourteen (14) days after written notice from the Landlord, whichever is first, the Landlord may enter the manufactured home site and the home, if also rented, and make the repairs and correct deficiencies and submit an itemized bill of the costs as additional rent. Such amounts shall be due on the first of the month following such submission and shall accrue interest at five (5) percent per annum until paid in full.

58. HOLIDAY DECORATIONS. ALL outdoor holiday decorations must be removed no more than three (3) weeks after the holiday.
59. INTERPRETATION. Headings used in the Rental Agreement or in these Rules and Regulations are for convenience only. Tenants are responsible to read such documents in full and to be familiar with their contents. Headings do not alter or limit the text. References to management include the Landlord, the Manager, and any designee of the Landlord.
60. AMENDMENTS. The Landlord reserves the right, from time-to-time, to revise, amend, or modify the contents of these Rules and Regulations. Residents will be notified of the rule revision thirty (30) days prior to the revision or addition to the rules being effective. A copy of the revision or addition will be sent to Tenant. It is understood and agreed that the distribution of a revision or addition to the rules to each home site will be deemed sufficient notification, and residents will govern themselves accordingly.
61. EQUAL APPLICATION FOR GUIDELINES. These rules and regulations are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these Rules and Regulations is the committed responsibility of Flummerfelt Communities and will be maintained by its management personnel. Flummerfelt Communities management invites you to bring all matters affecting your tenancy to their attention.
62. GRANDFATHER PROVISION. Existing improvements (except fences) which do not strictly comply with these Rules and Regulations will be permitted to continue in place until the home on the lot is sold, there is a change in possession, or their condition is, or deteriorates to the point, such that they are either unsafe or unattractive in appearance, whichever event first occurs. The acceptability of their condition will be determined in the sole discretion of the management. The number and type of pets allowed in the community must conform to current standards.
63. ACKNOWLEDGEMENTS. Each Tenant must sign an acknowledgement in the form shown at the end of these Rules and Regulations or any amendments thereto, and return it to the management within ten (10) days.