

**COLONIAL TERRACE MOBILE HOME PARK
1610 E. ROBINSON ST.
KNOXVILLE, IA 50138
OFFICE (515) 285-5929 FAX (515) 256-0110**

RULES AND REGULATIONS

COLONIAL TERRACE MOBILE HOME PARK has adopted the following Rules and Regulations so that you may enjoy the use of your homesite 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 park 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.

COMPLIANCE WITH 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 mobile home park owner(s) and/or manager(s).
2. Rent is due on the first of each month and shall be paid in advance regardless of which day it may fall on. Rental payments shall be made in the form of a check, automatic payment or money order and mailed to the Manager at the VAL-VISTA *ESTATES* Park Office, 6901 SE 14th Street, #111 Des Moines, IA 50320. Rent is deemed paid upon actual receipt of cash or a good check or money order. Checks and money orders shall be made payable to **COLONIAL TERRACE MHP**. A **LATE FEE CHARGE OF \$40** will be charged as additional rent for any payment not received on or before the 5th of each month and due by the 1st day of the month following the billing.
3. Upon termination of the lease period, the Tenant shall provide the manager with a mailing address or instructions as to how the Tenant can be reached. Within thirty (30) days of such termination and delivery of mailing address or instructions, the Manager will return the Tenant's security deposit or a written statement of reasons for withholding said security deposit or any portion thereof. If no mailing address or instructions are provided to the Manager within one year of termination of the tenancy, the security deposit shall become the property of the Landlord.
4. Tenant agrees that, subject to the terms of the Rental Agreement, the Manager shall have the right to increase rent upon sixty (60) days written notice to the

Tenant. Tenant will report to the Management reflecting such rent increase, or the Rental Agreement will be subject to termination by the Landlord.

TENANT OCCUPANCY OF THE PREMISES

5. **MOBILE HOME.** It is the responsibility of the Tenant to maintain his or her mobile home in a clean and attractive condition and keep it in compliance with all applicable laws, ordinances, and regulations of the state, county, city, or township and mobile home park.
6. **SKIRTING.** Mobile homes must be skirted before occupancy and in no event more than thirty (30) days after set-up. Skirting material must be approved by Management and designed for skirting application. Flammable materials are not allowed for skirting or bracing. Skirting must be kept clean and in good repair at all times. All homes will be tied down as set forth by the mobile home industry or as required by local or state regulations.
7. **WATER.** It shall be the obligation of the Tenants to conserve water. Excessive water usage includes over-watering lawns, leaving the hose running while washing cars, not properly repairing plumbing leaks in the home, and unattended recreational use by children.
8. **EXTERIOR IMPROVEMENTS.** Steps, porches, decks, awnings, landscape dividers, railroad ties, landscape timbers, and wooden storage sheds must be approved by Management. Minimum 8' X 10' wooden deck with railing must be on and skirted within thirty (30) days of entry.
9. **CLOTHESLINES.** An umbrella-type clothesline will be permitted on the rear of the Lot with the *PRIOR* approval of Management. When the clothesline is *NOT* in use, it *SHALL BE FOLDED DOWN*.
10. **LANDSCAPING.** Landscaping by the Tenant is encouraged but not required. Upon termination of the Rental Agreement, the Tenant must leave the site in substantially the same or better condition than existed upon taking possession.
11. **SIGNAGE-SOLICITATIONS.** *NO FOR SALE SIGNS.* No peddling, soliciting or "commercial enterprise" is allowed in the mobile home park without prior written approval of Management. "Commercial enterprise" includes, but is not limited to, baby-sitting on a regular basis for individuals other than registered park tenants. Tenant must provide management with current list of names of children that childcare is provided for.
12. **RESIDENTIAL USE.** The Tenant shall personally occupy their mobile home only as a dwelling unit and may not rent the mobile home nor assign their tenancy to another person unless prior written approval of Management is obtained.

13. **ILLEGAL ACTIVITY**. Tenants are prohibited from participating in any illegal activity in the mobile home park, including the use, transfer, possession, creation, or storage of illegal drugs. Any Tenant who violates this provision will have his or her lease terminated to the extent allowed by law.
14. **NUMBER OF OCCUPANTS-GUESTS**. Only one family may occupy a mobile home. No person shall occupy the leased premises except for those persons listed on the Registration Form executed by the Tenant(s). All permanent occupants must be registered at the Park Office and be accepted by Management. Residents are permitted to have an occasional nonresident house guest for a period no greater than two (2) weeks at no additional charge. A guest is considered to be anyone other than those members of the Tenant's immediate family listed on the application for Rental Agreement or Registration Form. Those guests desiring to stay longer than two (2) weeks will be required to register at the *VAL-VISTA ESTATES* Park Office and advance weekly payments in the amount of **\$40.00** due as additional rent on the first day of the month following the billing. The Landlord reserves the right to deny admittance to any overnight visitor to the park other than those officially registered as Tenants or guests and to deny access to anyone that the Landlord reasonably believe will be disorderly or fail to abide by these Rules and Regulations.
15. **PARKING**. Tenants use driveways and are not permitted to park in street; off-street parking for two (2) vehicles provided. Do not park or drive through yards. Visitors park in drive when room; otherwise, for a few hours they may park on sides of street; no overnight parking in street. Speed limit: **5-10 MPH**. Motorcycles, mopeds, minibikes, snowmobiles, ATV's and dune buggies allowed in park for entrance and exit from Tenant's space only. No recreational vehicles stored on mobile home lots; loading and unloading only permitted.
16. **HOMESITE MAINTENANCE**. Storage of any kind outside the mobile home or shed is absolutely forbidden. Lawnmowers, toys, tools, etc., must be kept in the storage shed or inside the mobile home. Storage that causes fire or health hazards is not permitted. Residents shall keep their homesite *NEAT* and *CLEAN* and *FREE* of litter. Each Resident shall be *RESPONSIBLE* for fertilizing, weed control, mowing, trimming and general maintenance of his/her homesite, shrubs, and landscaping. All homes on the perimeter of the park will maintain the berms as part of their yard. Neglected homesites, which include inadequate cutting of grass, weed control, or collection of litter, may be maintained by Management at a charge of **THE RATE CHARGED BY THE VENDOR** per hour, with a minimum charge of **\$25.00** for each time it is necessary because of a resident's failure to do so. All such charges will be 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 *COLONIAL TERRACE* building codes, rules, or standards. Installation of any screen housing, flower gardens, or landscaping requires approval from Management to insure noninterference with underground utilities and local and state codes or the aesthetics of the park. Violations in regard to home or homesite maintenance, as with violations of any other rule, can lead to eviction.

17. **MOBILE HOME MAINTENANCE**. It is the responsibility of the Resident to generally maintain the physical condition and appearance of his/her mobile home so that the aesthetic quality and appearance of the park and the value of the park are protected and preserved. Residents 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. *PAIN* *COLOR* *MUST* be approved by Park Manager. All homes must be kept in good repair and in a neat and orderly condition at all times.
18. **REFUSE AND GARBAGE**. Garbage will be collected weekly on Tuesday. Trash receptacles are to be furnished by the Tenant and kept out of sight.
19. **WATER AND SEWER LINES**. The mobile home park will keep the main sewer and water trunk lines open and running. 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*** during the winter months. No running of water to prevent freezing of pipes will be allowed. ***THE LANDLORD SHALL NOT BE LIABLE FOR ANY FROZEN PIPES.***
20. **SECURITY DEPOSIT**. A security deposit of **ONE MONTH'S RENT** is required of Residents prior to their mobile 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 homesite 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 Park Office of a forwarding address upon terminating your tenancy. This provision will survive the termination of a tenancy. Security deposits are nontransferable.
21. **RENTS PAYABLE**. Monthly homesite rents are due on the first of each month and payable in advance by check or money order and mailed to **Val-Vista Estates, 6901 SE 14th St, #111, Des Moines, IA 50320**. Any rent payment marked or received after the grace period which does not include the full monthly rental *WILL NOT* be accepted. All changes affecting your rent structure such as occupants in the home, storage, extra vehicles, etc., can only be changed through the Park Office. Sixty (60) days notice shall be given before vacating the park unless waived by Management. *NOTE*: Resident will be charged **Twenty-Five Dollars (\$25.00)** for each personal check they write when it is returned by the bank due to insufficient funds, the account being closed, or any other reason. All additional occupants beyond those listed in the Rental Agreement must be registered at the Park Office and be accepted by Management and by adjustment in rental fees.
22. **REGISTRATION**. Resident homeowners are responsible to register all vehicles, their license numbers, and all occupants residing in the home at the Park Office. Each Tenant must also complete a standard Application Form and Registration

Form at the Park Office. The Application and the Registration Forms *MUST BE KEPT CURRENT* within ten (10) days of any change.

23. **WATER AND SEWER.** Water and sewer connections will be furnished to each homesite and domestic water is provided without charge; however, Residents should exercise caution to prevent water waste. There are individual water meters, and the Tenant will be responsible for waste water and sewerage discharge based on meter readings, plus a handling fee. Monthly billings will be given to tenants payable as additional rent when the next regular rental payment is due or would be due.
24. **ELECTRIC, GAS AND TELEPHONE.** These utilities are provided to each homesite, 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.
25. **TELEVISION.** Underground television cables are provided to each homesite, where available. Any Tenants who choose to use Mediacom Cablevision will be required to pay all deposits and charges and deal directly with that company on service requests.
26. **PETS.** Either 1 dog or 1 cat will be permitted with the approval of Management. All pets shall be registered at the Park Office. There will be no dog houses or dog runs constructed of any nature. All pets outside the home must be on a leash and attended at all times. The definition of attendance shall be that the animal may be tied up outside during the daytime hours if the owner is at home. All animal litter will be cleaned up at all times. The pet will in no way disturb the neighbors. The Landlord reserves the right to be the sole judge of which *PETS MAY RESIDE IN THE PARK*. The Landlord also reserves the right, upon written notice to all Tenants with pets, to impose a monthly charge for pets to be included with the regular rental payments.
27. **FIRE HAZARDS.** Each home must be equipped with a fire extinguisher and smoke detector.
28. **TELEPHONE NUMBERS.** Each Tenant must provide Management with his/her telephone number, as well as an emergency telephone number, even if that number is unlisted. These number will not be given to anyone not affiliated with the Landlord in managing the park.
29. **NOISE CONTROL.** It is intended and expected that the park will be free from disturbing noises of any kind *AT ALL TIMES*. Vehicles with noisy mufflers will not be allowed in the park. Loud talking and the excessive and abnormal use of television, radio, and particularly stereos will cease between the hours of 10:00 PM and 8:00 AM. The use of any type or class of fireworks is prohibited in the park and the immediate perimeter of the park.

30. **UTILITY REPAIRS RESPONSIBILITY.** The Landlord shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below ground level. Utility companies, such as telephone, gas, and electric are responsible for their individual underground facilities leading to your home. 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 the repair shall become that Tenant's responsibility.
31. **VEHICLES.** Vehicles parked on homesite or in common parking areas must have current license plates or tags and be self-operable or be removed from the park. The exterior condition or appearance of all resident vehicles must look presentable or be moved out if not used. Resident-owned vehicle washing will be allowed if minimal, biodegradable soap and water are used. Exercise caution to prevent water wastage. No major mechanical work done on cars on mobile home lots or in park streets; never leave car jacked up for even short duration. Landlord reserves right to tow cars left in street; this will be at owner's expense.
32. **CHILDREN.** Parent(s) will be held accountable for their children's actions and any damages caused by them. Children are not to play on other residents' homesites without permission from the homeowner. Children are not to play in the streets.
33. **RESALE OF MOBILE HOME.** Mobile homesites are *NONTRANSFERABLE*. Mobile homes may not be rented or sublet. Residents may resell their home on its site within the park either through the park office or other sales firms so long as the home meets park specifications. If the home does not meet these specifications, it must be brought in conformance or be removed from the park. Residents 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 homesite will not be transferred to your buyer without a Resale Authorization Approval Form from Management. Your purchaser must apply for tenancy at or before your request for a Resale Authorization Approval. 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 homesite; pay all applicable fees and deposits; and provide proof of ownership. Qualification for acceptance into the park 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, tie downs, fire extinguisher (minimum rating: 2A-10-B-C) and a smoke detector, etc. Fire extinguisher and smoke detector must be approved by a nationally-recognized, independent testing laboratory. The resident or the person selling the home is responsible to conform to all inspection requirements. *NO FOR SALE SIGNS.* In the event of a sale to a third party, in order to upgrade the quality of the mobile home park, the Landlord may require that any home in

a rundown condition or in disrepair be removed from the park within sixty (60) days.

34. **ABANDONMENT**. If a Tenant abandons a home on a mobile home site, the Manager will make a reasonable effort to notify the owner and/or lienholder 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, lienholder, and such claimants are jointly and severally responsible for payment of such costs. The home may not be moved from the mobile home site without 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.
35. **EMERGENCY MAINTENANCE**. Landlord has right to enter Tenant's mobile home if such access is in response to emergency situation or if necessary to prevent damage to mobile home space; if Tenant fails to correct repairs as necessary as promptly as conditions require or within fourteen (14) days after written notice from Landlord, whichever is first, Landlord may enter mobile home space, make repairs and correct deficiencies, and submit an itemized bill of costs as additional rent.
36. **ILLEGAL DRUG ACTIVITY**. Management shall have the right to periodically inspect all common areas of the mobile home park 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:
- Unusual odors;
 - Persons who appear to be under the influence of drugs;
 - Pipes for smoking drugs;
 - Scales for weighing drugs;
 - Other drug paraphernalia;
 - What appears to be illegal drugs; and/or
 - 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.
37. **INDEMNITY**. *RESIDENT(S) HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS* Management or owners from and on account of any damage or injury of fire, theft, or accident to any person(s) or to the furniture, equipment, records, goods, wares, mobile home, or merchandise of any person(s) arising from the failure of a Resident to keep the mobile home and his/her lot in good condition as herein provided or arising from the negligence of any co-residents or their guests or by any owner or occupant of adjoining or contiguous mobile homes. Resident agrees to pay for all damages or injuries to Management or other residents, their guests, and families caused by the resident or his/her family or

guests, whether by negligence or misuse of the mobile home park property or its facilities or otherwise.

38. **WEAPONS**. No firearms, BB guns, air rifles, or pellet guns are to be shot within or toward the mobile home park. Use of bows and arrows is also prohibited.
39. **HEALTH AND SAFETY**. It is the responsibility of each Tenant to maintain his/her mobile home space and the home in as good 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 mobile home park that the Tenant occupies and uses reasonably clean and safe; dispose of all rubbish, garbage, and other waste from the Tenant's mobile home space in a clean and safe manner; not destroy, deface, damage, impair, or remove any part of the mobile home park or knowingly permit any person to do so; and conduct himself or herself and require other persons in the mobile home park with his or her consent to conduct themselves in a manner that will not disturb the Tenant's neighbors' peaceful enjoyment of the mobile home park.
40. **INTERPRETATION**. Tenants are responsible to read Rental Agreement and Rules and Regulations in full and to be familiar with their contents. Reference to Management includes the Landlord, the Manager, and any designee of the Landlord.
41. **ACKNOWLEDGMENT**. Each Tenant must sign an acknowledgment 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.