

*Oaks*  
*Mobile Home Community*  
1229 1<sup>st</sup> Avenue NE  
Independence, IA 50644



## **RULES & REGULATIONS**

1. All residents/tenants are required to enter into a signed lease agreement.
2. Rent is due and payable on the first (1<sup>st</sup>) day of each month in advance. If rent is over five (5) days delinquent, a \$10.00 late fee will be assessed beginning on the sixth (6<sup>th</sup>) day. If rent is over ten (10) days delinquent, an additional \$30.00 will be assessed beginning on the eleventh (11<sup>th</sup>) day. Repeated late rent payments will be cause for eviction at the discretion of management. All returned check fees shall be charged to tenant.
3. Security deposit is one month's lot rent. A sixty (60) day notice is required when planning to move out of the Community to receive the security deposit.
4. Upon termination of lease, the resident/tenant shall provide management and/or owner with forwarding address or instructions as to how they can be reached. Within thirty (30) days of such termination and delivery of mailing address or instructions, Landlord will return the resident/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, resident/tenant shall forfeit such deposit and funds will become property of the Oaks.
5. When change of ownership occurs, home must be inspected on exterior and upgraded if necessary (skirting, painting, etc.) for the home to remain on the premises.
6. Any complaints, suggestions, or comments should be submitted in writing to the management and/or owner and should be signed.
7. Management and/or owner reserve the right to make any changes, additions, deletions, or amendments to the Rules and Regulations. Notice of such changes will be given to all residents/tenants thirty (30) days before effective date. Management and/or owner reserve the right to make final decisions on any issue not covered by these rules.
8. Management and/or owner may evict a resident/tenant for his/her (or their guest's) violation of these Rules and Regulations or failure to comply with the provisions of the Mobile Home Community Residential Landlord & Tenant Act.
9. Management and/or owner shall have the right to enter a home owned by a resident/tenant if such access is necessary to prevent damage to a home space or is in response to an emergency situation.

### **PROPERTY & LOT**

1. No tampering with the facilities belonging to the utility companies and the Oaks Mobile Home Community (i.e. meters, wiring, utility boxes, etc.).
2. Garbage, trash, and leaves must be placed in bags and placed in the receptacles provided. No garbage containers or plastic garbage bags are allowed in yard, on steps, porch, or on or under deck.

3. No disabled automobiles will be allowed on the property. Maintenance or repair on the driveways or streets is **prohibited**. Under no circumstances will parking be permitted on the lawn.
4. Recreational vehicles, boats, campers, car trailers, utility trailers, and semis will be permitted among the property. No stored automobiles allowed. Travel trailers or motor homes may be parked on street by home for loading or unloading.
5. All storage will be in a storage shed or under the mobile home and out of sight. No storage will be allowed under open steps or decks. Decorative fences and patios will be allowed only with prior written consent of management and/or owner.
6. A 10 miles per hour speed limit will be enforced within the Oaks Mobile Home Community.
7. There shall not be motorcycles, motorbikes, or mopeds allowed in the Community except for entrance and exit from a resident/tenant's space. Parking of these vehicles are permitted at the residency. However, they must be parked on the patio or driveway. Snowmobiles are not allowed in the Oaks except on a trailer exiting or entering from a resident/tenants space. Snowmobiles are not allowed to be parked at a residence.
8. Peddling, soliciting, or other commercial enterprises are not allowed in the Community. Any resident/tenant activity that requires a high volume of automobile traffic within the property is prohibited.
9. No climbing of trees or climbing in garbage receptacles is allowed.
10. No pets are allowed without special permission of management and/or owner of the Oaks. Any pets not approved by management and/or owner will be cause for eviction.
  - a. Dog(s) or cat(s) are not allowed to run loose as per city ordinance and must be accompanied by their owner while outdoors.
  - b. Dog(s) or cat(s) are not allowed to be tied outside.
  - c. Pet owner must clean up pet's excrement.
  - d. No excessive barking is allowed.
  - e. Absolutely no aggressive or vicious breeds or mix of breeds.
11. No tampering of mail or mailboxes is permitted under Federal Law.
12. Mailboxes are supplied and installed.

## **HOME**

1. All mobile/manufactured homes will be approved by management and/or owner.
2. Within fifteen (15) days after arrival, each mobile home must be skirted with refinished skirting approved by management and/or owner.
3. All mobile homes, skirting and accessory buildings (sheds, decks, carports, awnings, etc) must be kept clean, in good repair, and upgraded at the request of management and/or owner.
4. All homes will be installed and tied down in accordance with all local, county, and state requirements.

5. A resident/tenant may, with previous consent of management and/or owner, make improvements to rental home. Upon termination of the rental agreement, resident/tenant must leave the home space in substantially the same or better condition than at initial possession.
6. It is the responsibility of each resident/tenant to keep their lawn cut and trimmed and their lot free from trash and litter. If neglected, management and/or owner reserve the right to perform this maintenance at a rate of \$35 to mow the lawn, plus an additional \$40 per hour to trim, weed, rake, clean up or perform other necessary maintenance. Residents/tenants must check with management and/or owner before planting flowers or shrubbery. All toys and miscellaneous items must be kept out of the yard when not in use.
7. Each resident shall be responsible for their individual sewer, electric, water, and gas hookup—checking them periodically for leaks, etc. Any stoppage of water lines is a responsibility of each resident/tenant.
8. Responsibility of fire, wind or other acts of nature that may cause damage and any losses resulting from theft or break-in of residents/tenants home does not fall upon management and/or owner of the Oaks Mobile Home Community.
9. Any homes that have an outside faucet must have frost-free faucets.
10. Each home shall be equipped with a smoke detector and at least one two-pound fire extinguisher.
11. No CB or TV antennas. No satellite dishes over 18 inches.
12. Buildings, decks, awnings, entry rooms and storage buildings must be approved by management and/or owner. Due to underground utilities, residents/tenants shall not drive any posts or do any diggings without prior approval of the management and/or owner.
13. Steps and railings must be wood with concrete or wood decking materials and kept in good repair at all times. Any other kind of steps must be approved by management and/or owner.
14. Any proposed improvements to lot or exterior of mobile home must be approved by management and/or owner. Resident/tenant must obtain required city permit. No bright paint colors on exterior of homes (this applies to trim and shutters, also).
15. If resident/tenant wants to build a deck, they must provide management and/or owner of a blue print before building. If resident/tenant hires a contractor, they must be certified and must provide management and/or owner with certificate of insurance before building begins. Deck must be completed within seven (7) days after beginning construction.
16. Concrete work may not be done by resident/tenant.
17. Firewood stored outside must be kept out of sight.
18. If resident/tenant wants to build a shed, they must provide management and/or owner of a blue print before building. If resident/tenant hires a contractor, they must be certified and must provide management and/or owner with certificate of insurance before building begins. Shed must be painted or sided with vinyl siding. Sheds must have shingled roofs and wooden floor. Location and placement of the shed on the lot must be approved by management and/or owner.
19. Swing sets will be allowed but must be approved by management and/or owner. Sets must be new, kept painted, in good repair, and rust-free. Swings and removable parts must be removed and stored out of sight during winter months. Swing sets must be placed at the back of residents/tenants lot. Holes may not be dug and cement may not be used to anchor swing sets.

**RESIDENT/TENANT**

1. All resident/tenants must be registered with management and/or owner. Overnight guests staying longer than a two (2) day duration must be registered in advance with management and/or owner, including vehicles and license plate number(s).
2. Children must be supervised by their parents or an adult figure at all times. Children are not allowed to play in the streets or on other lots of other resident/tenants without such individual's permission.
3. Loud noise(s), commotion, games, and horseplay by residents/tenants or their guests that may disturb other residents/tenants will not be allowed.
4. Residents/tenants shall conserve water, especially when washing cars and watering lawns. Lawns shall not be over watered and cars should be washed by bucket only. Excessive water usage may result in an increase of rental rates. Water running down streets is not allowed.
5. Only one (1) family may occupy a mobile home. No persons shall occupy the leased premises except those listed on the application form filled out by resident/tenant. Residents/tenants are permitted to have an occasional non-resident house guest for a period of one (1) week at no additional charge. A guest is considered to be anyone other than those members of residents/tenants immediate family listed on approved application for rental agreement. For those guests desiring to stay longer than one (1) week, a charge of \$15.00 per week will be required to be paid in advance as additional rent. Management and/or owner reserve the right to deny admittance to any overnight visitor to the Community other than those officially registered as residents/tenants or guests. All overnight guests must register with management and/or owner in advance.

*I/we acknowledge I/we have received and read the above Rules and Regulations this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and do hereby agree to be bound by all above statements and further agree we may be evicted for any violation thereof.*

RESIDENT'S Signature \_\_\_\_\_ Date \_\_\_\_\_

RESIDENT'S Signature \_\_\_\_\_ Date \_\_\_\_\_

RESIDENT'S Signature \_\_\_\_\_ Date \_\_\_\_\_

OWNER'S/Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Management and/or Owner, Oaks Mobile Home Community