

West Branch Village

RULES AND REGULATIONS

1. Leases/Registration and these Rules and Regulations

- A. All residents of West Branch Village are required to enter into a signed lease agreement (“Agreement”) with the landlord (“Landlord”) and sign off on these rules and regulations (“Rules and Regulations”). As used herein, the word “Landlord” shall also mean and include the Landlord’s designated management company/agent (“Management”), and the word “Management” shall be synonymous with and shall otherwise mean and include the Landlord.
- B. The purpose of the provisions within these Rules and Regulation is to promote the convenience, safety or welfare of the residents in West Branch Village, to preserve the Landlord’s property from abuse, to make a fair distribution of services and facilities held out for the residents generally, and/or to facilitate management of West Branch Village.
- C. The resident shall personally occupy the resident’s home, shall occupy the home only as a dwelling unit, may not use the home or home site for commercial purposes, and may not rent the home, or sublease the home site, to another.
- D. All residents must be registered at the community office. Live-in guests for 5 or more consecutive days must be registered.
- E. Residents must notify community Management of any change in information contained in the lease application (“Application”) and Agreement or registration. Yearly information update forms will be sent to residents. These forms must be filled out completely and returned to the office within 14 days from the date of the request.

2. Rent/Fees

- A. Rent must be paid in full on or before the first of each month, in advance. Rent not paid by the first or in the full amount, is delinquent. Penalties will be assessed after office hours on the 5th. If the 5th is on a Saturday, penalties begin at 12:00 noon. If over five day’s delinquent, a late charge of \$10.00 per calendar day will be assessed up to a maximum of \$40.00 per month. Rent will not be accepted for subsequent months until the prior month late fees are paid. The existence of a late fee is not to be construed by the Tenant as a waiver of the requirement that the rent installments are due on or before the first day of the month.
- B. Pursuant to Iowa Code section 554.3512, a processing charge/surcharge of \$30.00, or the maximum amount allowed by law, plus the applicable late payment fee, will be charged to residents for all returned checks, provided that such statutorily-permitted surcharge is otherwise allowed under Iowa law. Residents whose checks are returned by the bank may be required to pay rent by cash, money order, or cashier’s check for the next 12 months.
- C. Due to the US Postal Service re-keying charge, \$40 fee (or Landlord’s actual cost) will be charged to any resident who does NOT return the 3 mail box keys issued upon completion or termination of lease.

3. Community safety and regulations

- A. All homes must be installed and tied down in accordance with Iowa Installation Code.
- B. The speed limit is 15 miles per hour and enforced. All vehicles are required to obey speed limits and stop signs. Any guest not complying with Rules and Regulations will be asked to leave the premises.
- C. Peddling, soliciting or other commercial enterprises are not allowed in West Branch Village. Any activity that requires a high volume of traffic within West Branch Village is prohibited.
- D. Garage sales are permitted on weekends only. (Notify office)
- E. No tampering with facilities belonging to the utility companies, West Branch Village is allowed. This includes meters, wiring, storage area, recreation areas, lights, buildings, etc. Anyone caught defacing or destroying private property or other criminal action will be reported to the police and may be subject to termination of the Agreement if and as provided under Iowa law. Anyone engaging in verbal threats, harassment, or physical assault against another resident or a representative of Summit View or Grand View, may be subject to arrest and termination of the Agreement if and as allowed by Iowa law, including but not limited to, Iowa Code section 562B.25A pertaining to termination based upon a clear and present danger.
- F. Children under 8 years of age must be supervised by a responsible person age 12 or older at all times. Children should not play in the streets or on other resident’s sites without that resident’s permission. No children in storage area except with an adult. Climbing in trees is prohibited.

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- G. Loud music, noise, games, or horseplay disturbing any resident is not allowed. If music can be heard outside of the home or automobile, it is too loud.
- H. No tampering with the mailboxes (federal law).
- I. Management has the right to enter any home if such access is necessary in response to an emergency situation.
- J. Fire hydrants must be left visible. No plantings are allowed by or around fire hydrants, and the resident closest to the fire hydrant must clear snow from the area so that fire fighters can easily access them if needed.

4. Home site improvements and maintenance

- A. Residents may, with consent of Management, make improvements to their home site. Upon termination of lease, the resident must leave the site in substantially the same or better condition than existed upon taking possession, ordinary wear and tear excepted.
- B. Buildings, awnings, entry rooms, decks and utility buildings must be approved in advance by Management. All awnings and carports must be metal, not wood. Construction projects must be completed within 60 days from start of construction.
- C. Concrete extensions must be at least 4" thick, look like existing concrete and be professionally installed. Concrete extensions must be approved by Management and installed by a licensed and insured contractor. Concrete rules are available at the office.
- D. New or upgraded decks must be skirted with T-lock to match the house. Decks with alternate enclosures must be upgraded to T-lock vinyl as Management deems necessary.
- E. Due to underground utilities, residents shall not drive posts or do any digging without prior approval of the Management. Residents or their contractors must call 811 to locate utility lines before digging.
- F. It is the responsibility of each resident to keep the lawn mowed, trimmed, and all areas free from trash and litter.
- G. Toys and miscellaneous items must be put away except when being used.
- H. Residents are responsible to clear driveways of snow. Do not clear driveway snow into the street as this inhibits snow removal.
- I. Not allowed: clothes lines, window air conditioners, CB antennas, basketball hoops.
- J. Satellite dishes are to be placed in the rear area of the home and should be mounted on a post no higher than five feet (5') above the ground, provided the aforementioned requirements will not interfere with reception. In the event reception is poor at this location, coordinate with manager for alternate location.
- K. One antenna is permitted, extending no more than 4 feet from the home, and generally parallel to the ground, provided the aforementioned requirements will not interfere with reception. Coordinate the location with Management prior to installing.
- L. Holiday decorations may be displayed up to 1 month before the holiday, and must be removed and stored within 2 weeks after the holiday, weather permitting.
- M. If the Home Site Improvements and Maintenance responsibilities/requirements are neglected, Management reserves the right, upon fourteen days written notice to resident specifying the breaches of these Rules and Regulations, or as promptly as conditions require in the case of emergency, to rectify the breaches of these responsibilities/requirements and submit an itemized bill for the actual and reasonable cost to resident.
- N. It is the responsibility of each resident to keep all structures on their home site well maintained and in good repair. This includes but not limited to: the home itself, porches, decks, carports, garages, utility buildings, playground equipment, pools, patios, and lawn furniture.
- O. Patio, decks and areas behind structures on home site are not to be used as storage areas.
- P. No plastic is to be placed on the outside windows of the home and other structures.
- Q. Roof improvements and replacements must be approved by Management in advance.
- R. In order to maintain the attractive appearance of the entire community, home window coverings must be normally-used treatments such as blinds, shades, curtains, or draperies. Any curtain or shade resembling aluminum foil or metallic will not be approved, including solar curtains. Contact your community manager for approval prior to

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installation of any other types of commonly-used window treatments. Window coverings must be kept in good repair - no visible rips, tears, stains or broken blinds allowed. Not allowed as window coverings: foil, plastic, Styrofoam, boards, blankets, newspapers or other materials not designed as window coverings, except short-term for emergencies and approved by Management. Broken window glass, visible from the street, must be repaired or replaced.

S. Signs:

- a. One sign per home site, no larger than 18" x 24", is allowed. It must be neat and preferably professionally printed.
- b. Must be in a window or, if posted, no closer than 8 feet to the street to maintain driving visibility.
- c. Signs shall not contain any language that is, or could be deemed to be, discriminatory or otherwise in violation of the Fair Housing Act or other applicable laws.

5. Skirting

- A. Within fifteen days after arrival, each home must be skirted with prefinished vinyl T-lock skirting or other skirting approved by the Management, and residents must keep their skirting clean, painted and well maintained. All skirting must match. (Residents have the option of purchasing approved skirting at the West Branch Village offices.)
- B. Homes that are replacing skirting, new homes installed, and homes being resold must have treated wood or lumber at the base of the skirting.

6. Waste management

- A. Garbage containers are provided. Due to pest control problems, trash bags must be taken to containers immediately and not left on any deck, yard, driveway, etc. Garbage, yard waste and trash must be placed in bags and placed in the appropriate containers. Personal garbage or recycle containers must be kept in resident's utility building, home or garage.
- B. Children will stay out of the garbage containers, and are not allowed to play on top of the containers.
- C. Landfill ordinances require that the following items cannot be dumped in trash containers:
 - a. All appliances including anything with electrical motors, humidifiers, batteries and tires.
 - b. Waste motor oil, paint (empty paint cans are OK)
 - c. Dead animals
 - d. All corrugated cardboard boxes must be broken down and placed in the appropriate containers
- D. All items in "c" above must be picked up separately, unless the resident opts to properly and separately dispose of these items him or herself. Management will dispose of these items and charge residents the actual cost. Residents will notify Management and pay Landlord's actual costs for removal of these items. Management will designate a storage area for those items and a pick up date.

7. Automobiles

- A. Non-operational automobiles are not allowed. (A non-operational vehicle is a vehicle that has one of the following: a flat tire for more than 3 days, cannot be driven legally on the highway, has no valid license plate, non-driveable for more than 3 days). No maintenance or repair on driveways. (Use storage area). Repair of vehicles in storage area during daylight hours only.
- B. Keep concrete free of vehicle fluids. Oil and other fluids should be cleaned up within 1 week and the auto with the leak repaired or removed within in 5 days.
- C. No cars of residents will be parked on the street, in empty lots, model homes, or vacant home sites. Under no circumstances will vehicles be parked or driven on lawns. Three car parking in a two car driveway is NOT allowed.
- D. Guest parking on street is allowed for no more than 2 days. If staying longer, alternate parking arrangements need to be made with the community manager.

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- E. No semi-truck or tractor parking is allowed in the community. Semi-tractor parking for no more than three (3) hours in front of home to clean, load or unload is allowed.
- F. Excessive noise caused from faulty exhaust systems is prohibited.
- G. All autos, trucks, vans, recreational vehicles, boats, utility trailers and any motorized vehicles must be registered at the office.

8. Other vehicles

- A. Motorcycles, motorbikes, mopeds, four-wheelers, and snowmobiles are not allowed in West Branch Village except for entrance and exit from a resident's site. Parking of these vehicles is permitted at the residence on the patio or driveway only.
- B. During the off-season (late fall and winter months) motorcycles, motor bikes and mopeds should be stored in a utility building or garage, whenever possible. Likewise snowmobiles during the off-season (spring, summer and early fall) should be stored in a utility building or garage, whenever possible. If storage is not possible, Management requests that these are kept appropriately covered during off-season.

9. Utilities

- A. Each resident is responsible for individual sewer, water, and gas hookup and checking them periodically for leaks, etc. Generally, any stoppage of lines is the resident's responsibility, provided however that nothing within this provision shall limit or extinguish the Landlord's duties, obligations, and liabilities as otherwise provided under the law regarding utilities.
- B. Water
 - a. Residents are responsible to water, as needed, trees and shrubs on their home site.
 - b. All homes must have an exterior frost free faucet.
 - c. Do not run water in the winter to prevent frozen water pipes. Water and sewer is expensive - please conserve.
 - d. Lawns – please be conservative with watering your lawns. During hot, dry season, let the grass go dormant. It will green-up again in the cooler, wetter weather.
 - e. The location of swimming pools larger than 12 inches in height need to be approved by Management. Residents are generally responsible for the safety, security and maintenance of their pool, provided however that nothing within this provision shall limit or extinguish the Landlord's duties, obligations, and liabilities as otherwise provided under the law. Residents will be asked to sign a Swimming Pool Agreement.

10. Pets

- 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. All pets 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.
- C. Resident must be outside with their pet at all times. Pets must be on a leash that does NOT infringe on neighbors' yards, common areas or streets.
- D. Pets are not allowed in the storm shelter.
- E. Pets will not be allowed to use other resident's sites to rid themselves of waste. Pet waste will be removed no less than weekly. For large dogs, please remove droppings at least every three days.

11. Legal use of home site

- A. Residents agree to use their home as a personal residence only. No commercial or unlawful use of home site is permitted. The community manager will periodically inspect all common areas of the community for evidence of illegal drug activity. In addition, the manager will maintain a record of all suspicious activity suggesting the presence of illegal drugs. If you observe any of the following items, promptly report it to the office:

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- a. Unusual odors
 - b. Persons who appear to be under the influence of drugs
 - c. Pipes or appliances for smoking drugs
 - d. Scales for weighing drugs
 - e. Any drug paraphernalia
 - f. Anything that appears to be illegal drugs
 - g. Other suspicious activity that suggests illegal drugs are being used, sold, or delivered on the premises.
- B. If deemed appropriate, suspicious activity will be reported to the local police or sheriff department. These Rules and Regulations prohibit any illegal activity in the community including the use, transfer, possession or creation of illegal drugs. Any resident who violates said provision of these Rules and Regulations may have his/her Agreement terminated if and as provided under Iowa law to the extent allowed by law.

12. Fencing

All fencing projects must be approved by West Branch Village Manager prior to installation.

A. PERMITTED

- a. Privacy fence is permitted. Must be solid, maximum 4' (ft.) high, 20' (ft.) maximum length with decorative cap or top rail.
- b. Wood fence: All sides of the fence must be vinyl sided to match the home's color scheme.
- c. Decorative split rail is allowed.
- d. Other solid fence as approved in advance by community manager.

B. NOT PERMITTED

- e. Chain link fences
- f. Wooden see-through picket fences
- g. Any other type that does not conform to A, above.

13. Utility Buildings

Only one utility building allowed on each home site. Utility buildings must be made of exterior grade T-111 plywood siding, LP Siding or vinyl siding. Management must approve all siding colors and styles in advance. Please bring a sample of siding and paint color to the community manager for approval prior to application. In, general, siding must be the same style as the home, and color to closely match the home.

14. Resale of Home:

A. Approval of buyer as resident:

In the event a resident desires to sell his or her manufactured home without removal from the Premises, then, pursuant to Iowa Code section 562B.19, the buyer/prospective buyer of the home is subject to the approval or rejection by the Landlord as a tenant (with such approval not being unreasonably withheld by Landlord). Thus, the resident shall make such sale subject to the approval of the Landlord and the buyer/prospective tenant must complete an application and be approved by Management before the sale is completed if the home is to remain at West Branch Village. If approval is not obtained, the buyer shall remove the home from the property immediately. No home site may be subleased.

B. Condition of the home:

At all times, each resident's manufactured home must meet the home/community standards set forth in these Rules and Regulations, and, in all cases, residents must cure any such home nonconformity with the Rules and Regulations after Landlord provides the resident with notice of such as required under the law and in the time allotted under such notice and the law.

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- C. In the event a resident sells his or her home, the exterior of the home and the home site shall be inspected by Management to determine the required repairs and/or upgrades to the home or home site to comply with and meet all home/community standards set forth in these Rules and Regulations, which will be set forth in a written inspection report provided by Management. All required repairs and upgrades to the home set forth in the inspection report must be completed to the approval of Management (with such approval not being unreasonably withheld) within 60 days of the sale, or otherwise the Landlord may, in order to upgrade the quality of the manufactured home community or mobile home park, require that any such home in disrepair or in a rundown condition be removed from the community within the 60 day period.
- D. When a home is for sale, an "Open House" sign no larger than 18" by 24" may be placed during daylight hours, when the owner is home and the home is available to show. See 4.S. for details on sign placement.
- E. No home will be left vacant for purpose of selling, unless the resident receives permission in advance from Management. .

15. Termination of lease

- A. Per the Lease Agreement, when either party hereto desires to cancel the renewal of this Lease Agreement, at least sixty (60) days written notice thereof shall be delivered to the party and this Lease Agreement shall expire at the end of said period, or the current lease term whichever is longer.
- B. Upon termination of lease, resident will provide Management with mailing address or instructions as to how resident can be reached. Within 30 days of such termination and delivery of mailing address or instructions, Management will return resident's home site deposit or furnish a written statement of reason for withholding site deposit or any portion thereof. If no mailing address or instructions are provided to the Landlord within one year of termination of the residence, the site deposit shall revert to the Landlord and the resident shall be deemed to have forfeited all rights to the deposit.

16. Rule changes

- A. The Landlord has the right to change, add to, or amend these Rules and Regulations assuming the Landlord provides notice of all such changes, additions, and amendments to all home residents 30 days before they become effective and provided that such change, addition or amendment to a rule or regulation within these Rules and Regulations does not work a substantial modification of a resident's Lease Agreement.

17. Miscellaneous Provisions; Compliance with the Law; Partial Invalidity.

- A. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context. Headings are for convenience only and are not intended to limit or otherwise restrict the meaning of terms and provisions contained herein.
- B. Nothing contained in these Rules and Regulations shall be construed as waiving any of the Landlord's or Tenant's non-waivable rights under the law.
- C. In all respects, the terms and provisions of these Rules and Regulations are to be construed to comply with the Iowa Manufactured Home Communities and Mobile Home Parks Residential Landlord and Tenant Act (Iowa Code Chapter 562B) and all other applicable laws. If any term or provision of these Rules and Regulations is determined to be invalid pursuant to, or in conflict with, the Iowa Manufactured Home Communities and Mobile Home Parks Residential Landlord and Tenant Act (Iowa Code Chapter 562B) or other applicable law, such invalid or conflicting term or provision shall be severed from the Lease Agreement, and the remainder of the Lease Agreement shall continue in full force and effect as though the invalid term or provision was not contained herein.
- D. Any term of these Rules and Regulations that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

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Acknowledgement

I/we acknowledge that I/we have received and read these Rules and Regulations on the below date, have been given a copy of these Rules and Regulations prior to entering into the Lease Agreement, and hereby agree to abide by all terms and conditions of these Rules and Regulations.

Tenants:

(Tenant's Printed Name)

(Tenant's Signature)

(Date)

(Tenant's Printed Name)

(Tenant's Signature)

(Date)

Landlord:

(West Branch Village Village)

(Name & Title of Landlord or Authorized Agent)

(Signature)

(Date)