



FLUMMERFELT COMMUNITIES



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

RULES AND REGULATIONS

WELCOME!!

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. Any conflict between these Rules and the Rental Agreement shall be resolved in favor of the Rental Agreement, which shall supersede and control.

RULES WHICH APPLY TO RESIDENTS WHO OWN THEIR HOME

1. **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.
2. **UTILITY HOOK-UPS.** All Tenants must comply with utility hook-up requirements set by utility providers, and Flummerfelt Communities.
3. **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.
4. **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.

5. STEPS, PORCHES, DECKS, GARAGES AND SHEDS. All entry steps, porches, decks, garages, and sheds must be approved by management prior to construction. All porches must be approved by management prior to purchasing or installing and must be made from maintenance free materials. 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. 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.
6. 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.
7. FENCES. No new fences will be allowed. Landscape dividers, railroad ties, and landscape timbers may be used only after approval by management.
8. CONSTRUCTION OF ADDITIONAL 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.
9. HOME ALTERATIONS. 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.
10. 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.
11. 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.
12. 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. 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.
13. 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.** 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. 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.

14. **ABANDONMENT.** If a Tenant legally 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.

RULES WHICH APPLY TO ALL RESIDENTS

15. **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.**
16. **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.
17. **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.
18. **ANTENNAS AND SATELLITE DISHES AND CABLE.** No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Home except television or radio antennas of less than ten (10) feet, which are permitted on dwellings or garages. Satellite dishes or parabolic devices more than thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation. No cables are to be drilled through the side of the home. All satellite dish locations are to be approved by Management. This provision is subject to and shall be construed in a manner consistent with all federal laws.
19. **SIGNAGE - SOLICITATIONS.** Signage of any kind is not allowed, except for "home for sale" signs. All "home for sale" sign locations are to be approved by management. 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.
20. **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.

21. **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. 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.
22. **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. Violations in regard to home or home site maintenance, as with violations of any other rule, can lead to eviction.
23. **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.**
24. **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.
25. **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 hand-held 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.
26. TELEPHONE NUMBERS. Each Tenant must provide management with their email address and telephone number. This information will not be given to anyone not affiliated with the management of the community.
27. 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.
28. 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.
29. 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 ¾ 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.
30. 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.
31. 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.
32. 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.**
33. 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.
34. 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. 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.**
45. 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.
46. 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.
47. HOLIDAY DECORATIONS. ALL outdoor holiday decorations must be removed no more than three (3) weeks after the holiday.
48. 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.
49. 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.
50. 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.
51. 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.
52. 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.