



Rules and Regulations

Welcome to the Glendale Mobile Home Park Community. We hope your stay will be a long and happy one. We anticipate that all Residents will abide by the Rules and Regulations. However, suggestions and/or comments are welcome.

I. General

- ___ 1. All residents ("Residents") of Glendale Mobile Home Park, Inc. ("Park" or "Community") are required to enter into a signed rental agreement ("Agreement" or "Rental Agreement") with Glendale Mobile Home Park, Inc. as landlord ("Landlord") and to sign off on these rules and regulations ("Rules and Regulations"). At all times, Resident shall comply with all terms of the Agreement, these Rules and Regulations, and Landlord's other policies. As used herein, the term "Landlord" shall also encompass and include the Landlord's designated management company and/or property manager ("Management") and the term "Management" shall also encompass and include Landlord. "Home" refers to Resident's manufactured/mobile home or recreation vehicle, and "Premises" and/or "Home Site" refers to Resident's home site ("Premises" or "Home Site").
- ___ 2. The purpose of the provisions within these Rules and Regulations is to promote the convenience, safety or welfare of Residents of the Park, to preserve Landlord's property from abuse, to make a fair distribution of services and facilities held out for Residents generally, and/or to facilitate management of the Park.
- ___ 3. Any failure of Resident to observe and comply with these Rules and Regulations, including but not limited to all Home and Home Site standards and requirements set forth herein, shall constitute a breach of, and material noncompliance with, the terms of the Rental Agreement in the same manner as if the Rules and Regulations were contained in the Rental Agreement, and Landlord shall have the rights and remedies with respect to any such failure and violation of these Rules and Regulations as is provided for under the Rental Agreement and under the law for any breach of the Rental Agreement by Resident, provided however that Landlord otherwise has such rights and remedies under current Iowa law.

II. Rent and Fees

- ___ 1. Rent shall be paid in full on or before the first (1st) calendar day of each month, in advance. Rent not paid by the first or in the full amount, is delinquent.
- ___ 2. The late fees set forth in Resident's Agreement(s) with Landlord will be applied when rent is delinquent. The existence of a late fee is not to be construed by Resident as a waiver of the requirement that rent payments are due on or before the first day of the month.
- ___ 3. Resident will be charged Landlord's actual costs/fees incurred, if any, in connection with any dishonored/returned check, in addition to any resulting late fee for untimely payment. Residents whose checks are dishonored/returned by a bank will be required to pay rent by cash, money order or cashier's check for the remainder of the tenancy.
- ___ 4. Any and all late fees, charges, fines, or other amounts charged by Landlord to Resident under the Agreement or otherwise under the law shall be considered additional rent and shall be paid in full with the next month's rental payment. As noted above, rent will be considered late unless and until rent is paid in full.
- ___ 5. Pursuant to Landlord's general accounting practices, any payment will be first applied to outstanding balances, late fees and other charges, with balance of the payment applied to rent due, except to the extent, and provided however, that for purposes of pursuing relief under Iowa Code Chapter 648, Resident's payment will be applied to that current month's rental obligation. Partial rent will not be accepted and will be considered delinquent until paid in full plus late fees.

III. Resident's Use of the Home and Premises

- ___ 1. Resident agrees to always occupy the Home and Premises, and use the Home and Premises, as a personal residence only. Resident may not rent or sublease the Home or Premises, without prior written consent of Landlord. Resident must provide Landlord with a copy of the title information as proof that Resident is the actual owner of the Home. "Commercial enterprise," among other things, is defined to mean babysitting for individuals other than registered Residents on a regular basis.
- ___ 2. In addition, no peddling, soliciting or commercial use or commercial enterprise of any kind is allowed in the Community (without the prior written consent of Landlord). Any activity that requires a high volume of traffic within the Park is prohibited. Garage sales are permitted on Saturdays only and Resident must notify Landlord prior to any such sale.
- ___ 3. Only one (1) "family" may occupy a Home/Premises, with the term "family" defined as the signed Resident(s) and the registered household members, and the maximum occupancy in any Home is two people per average-sized bedroom. No person shall occupy the Home/Premises except those persons listed on the Registration executed by Resident. Residents are permitted to have an occasional non-resident houseguest for a period of two (2) weeks at no additional charge. Resident must register this guest at the Management office. Landlord reserves the right to deny admittance to any visitor who violates Park Rules. Residents are responsible for violations of these Rules and Regulations, of the Rental Agreement, or any damage(s) caused by guest of the Residents.
- ___ 4. Residents are responsible for the supervision of their children and dependents at all times. Residents' children and/or dependents are not allowed to play in any yards where they do not have permission to do so and are not allowed to play in the streets. Climbing of trees is prohibited. Residents and their children and/or dependents shall refrain from producing any noise that may reasonably be expected to disturb other Residents of the Community. Children are not allowed to play with balls etc. in the streets or in any yards where they do not have permission to play. Residents agree not to use the Premises for any purpose that creates a clear and present danger to the health and safety of themselves or other Residents.
- ___ 5. Residents shall not undertake any illegal actions, especially the use, transfer, possession, or creation of illegal drugs in or about the Community, in the Resident's Home or Premises.
- ___ 6. Management may periodically inspect all common areas of the Community for evidence of illegal drug activity or other illegal activity and may choose to maintain a record of all suspicious activity suggesting the presence of illegal drugs. If Residents observe any of the following items, promptly report it to Landlord: unusual odors, persons who appear to be under the influence of drugs, pipes or appliances for smoking drugs, scales for weighing drugs, any drug paraphernalia, anything that appears to be illegal drugs, and/or any other suspicious activity that suggests illegal drugs are being used, sold, or delivered in the Community. If deemed appropriate, suspicious activity shall be reported by Landlord to the appropriate police authorities.
- ___ 7. At all times, Resident shall maintain liability insurance covering the Premises and Home, and such insurance shall name Landlord as an additional insured. Resident shall provide proof of such coverage to Landlord, by providing Landlord with an appropriate certificate of insurance and additional insured endorsement.
- ___ 8. The Parties agree that Landlord reserves the right, for good cause shown and for only causes permitted under the law, to exclude from the Premises any third-party guest either temporarily or permanently, provided however that Landlord otherwise has such right under current Iowa law. Any violation of Landlord's directive excluding a third party under this provision will be deemed and treated as a trespass committed by that third party, and if Resident is deemed to be complicit in such trespass, such conduct by Resident will be deemed a breach of, and material noncompliance with, the terms of the Rental Agreement. Also, during the term of the Rental Agreement, Resident agrees to cooperate with Landlord and law enforcement agencies in enforcing criminal laws with respect to the Premises and/or the Park in regard to Resident's guests and residents.

IV. Community Safety and Other Community Regulations

- ___ 1. The speed limit throughout the Community is 10 miles per hour and will be enforced. All vehicles are required to obey posted speed limits and stop signs. Any guest not complying with the Park's speed limit will be asked to leave the Park.
- ___ 2. Charcoal/Gas Grills may be used as long as the unit is at least 6 feet from any structure and shall not be left unattended while in use. Resident shall not dispose of coals of any type within the Community. Only equipment approved for use as a charcoal/gas grill may be used within the Community. Fire pits are not allowed.
- ___ 3. No tampering with facilities belonging to the utility companies or the Park shall be allowed. This includes water sub-meters, wiring, storage area, recreation areas, lights, security cameras, buildings, etc. Anyone caught defacing or destroying private property or other criminal action may be reported to the police and subject to termination of lease as allowed by Iowa law. Anyone engaging in verbal threats, harassment, or physical assault against another Resident, Landlord, or a representative of Landlord shall be terminated as allowed Iowa law on the basis of a clear and present danger.
- ___ 4. Loud music, noise, games, or horseplay that is unreasonably loud or otherwise disturbs another Resident shall not be allowed. If noise from within the Home (or a vehicle) can be heard outside of the Home (or the vehicle), then it is unreasonably loud.
- ___ 5. No tampering with the mailboxes.
- ___ 6. Landlord shall have the right to enter any Home if such access is necessary to prevent damage to a Home Site or in response to an emergency situation.
- ___ 7. Residents shall not ride or use skate boards or scooters in the Park.
- ___ 8. All toys, bicycles and miscellaneous items shall be kept out of the front yard at all times, except when in actual use. Outdoor furnishings in a reasonable state of repair shall kept on the patios. Personal property, other than patio furnishings, shall be stored in the Home, under the Home or inside a storage shed.
- ___ 9. Only umbrella type clotheslines at the rear of the lot are allowed. Clothes may not be hung over railings to dry.
- ___ 10. No swimming pools will be allowed in the Community
- ___ 11. No open alcohol in common areas that include all areas beyond the Resident's Home Site.
- ___ 12. No fireworks of any kind may be used within the Park.
- ___ 13. No firearms, BB or pellet guns are to be shot within or towards the Park.
- ___ 14. Residents shall not feed stray animals of any kind.

V. Home and Home Site Standards, Maintenance and Improvements

- ___ 1. Pursuant to Iowa Code Chapter 562B, a Resident shall (a) maintain the Premises in as good a condition as when Resident took possession; (b) comply with all obligations primarily imposed upon Residents by applicable provisions of city, county and state codes materially affecting health and safety; (c) keep that part of the Park that Resident occupies and uses reasonably clean and safe; (d) dispose of all rubbish, garbage and other waste from Resident's Premises in a clean and safe manner; (e) not deliberately or negligently destroy, deface, damage, impair or remove any part of the Park or knowingly permit any person to do so; (f) conduct himself or herself and require other persons in the Community with his or her consent to conduct themselves in a manner that will not disturb Resident's neighbors' peaceful enjoyment of the Park; and (g) maintain in good and safe working order all utility lines, pipes, and cables extending from the Home to outlets provided by the landlord for electric, water, sewer, and other services, except to the extent that a Resident rents the Home (as well as the Home Site) in which event this paragraph does not apply. Overall, Residents must maintain a neat and orderly appearance for their Home Site. Upon termination of the Rental Agreement, Residents shall leave the Home Site in the same or better condition than existed upon taking possession, ordinary wear and tear excepted.

- ___ 2. If Resident fails to maintain the Premises in a way that materially affects health and safety, and the noncompliance is remediable by repair, replacement, or cleaning, Landlord may give written notice to Resident specifying the breach and requesting Resident remedy it. If Resident fails to comply promptly in case of emergency, or otherwise within the 14-day period, or other applicable statutory notice and cure period, then Landlord may enter upon the Premises and cause the necessary work to be done; Resident shall be billed the actual costs incurred by Landlord regarding such work; and such charge shall be deemed to be additional rent.
- ___ 3. All desired architectural, landscaping, and other changes and improvements to Resident's Home Site require prior written approval from Management, and Landlord, in its sole discretion, shall approve or reject any such desired changes or improvements. In addition, in many cases, the changes or improvements will require a building permit from the City of Bettendorf prior to installation. A "Site Improvement Permit Form" can be obtained from Management, should be completed by Resident to set forth the desired improvement, and should be submitted by Resident to Management for review. Upon approval, a "Site Improvement Permit" will be issued for display at the work site during construction. After completion of the project, this permit must be returned to Management. Construction projects shall be completed within 60 days from start of construction.
- ___ 4. In addition to obtaining Landlord approval, and as required by Iowa law, Residents must contact "Iowa One Call" if a project consists of digging or cultivating on the Premises, so that the utility lines can be located prior to commencement of any such work. This includes, but is not limited to, landscaping, planting and removing trees and shrubs, erecting fences, and driving posts. Residents shall be liable for the repair of damages caused by Resident's breach of this provision or otherwise caused by the aforementioned activities by Resident relating to the digging on the Premises.
- ___ 5. Additions, entry rooms, enclosed decks and utility buildings shall not be allowed.
- ___ 6. All Residents are encouraged to improve the visual appearance of their Home Site by installing landscape improvements, with prior approval by Landlord. A "Site Improvement Permit Form" can be obtained from Management, should be completed by Resident to set forth the desired landscaping improvement, and should be submitted by Resident to Management for review. Upon approval, a "Site Improvement Permit" will be issued for display at the work site during construction. After completion of the project, this permit must be returned to Management. Residents are solely responsible for the maintenance and care of all landscaping they install on their Home Site.
- ___ 7. It is the responsibility of each Resident to keep his/her lawn mowed, trimmed and free of debris (this includes garbage, leaves, weeds and other materials that are not considered approved landscaping). This maintenance should be performed a minimum of at least once a week from April to November. If neglected by Resident, Landlord has the right to perform this maintenance, and Resident shall be billed the actual costs for mowing, trimming and clean-up, and this charge shall be deemed to be additional rent. Personal gardens are allowed and shall be cultivated after the growing season and prior to first snow fall. Temporary fencing of vegetable gardens shall be permitted upon approval of Management and shall be removed at the end of the growing season. No planting of any kind shall be allowed within 5' of any utilities.
- ___ 8. Residents are responsible to clear driveways and walk ways of snow in a prompt fashion and within the time allotted by local ordinance or other law. Residents shall not clear driveway snow into the street. If Resident pushes snow into the street after the street has been cleared by the snow plow, then Landlord and its agents have the right to clear this snow, Resident shall be billed the actual cost to clear the snow, and this charge shall be deemed to be additional rent.
- ___ 9. Residents may install a Satellite or Cable service from the provider of their choice. Satellite dishes no larger than 39 inches in diameter are permitted. Satellite dishes shall be placed in the rear area of the Home if possible. Equipment shall be mounted on a post no higher than five feet (5') above the ground. In the event reception is poor at this location, coordinate with manager for alternate location. Satellite dishes no longer in service shall be removed and disposed of by Resident within 48 hours of discontinuation of service. All service cables shall be run under the Home behind the skirting. Running cable service lines of any kind outside of the skirting of the Home is not permitted. If necessary, it is the Resident's responsibility to ensure that all cables that run outside of the skirting of the Home are properly buried and that the install is coordinated with Management. All lines must be buried within twenty-one (21) days of installation.

- ___ 10. Holiday decorations shall be removed and stored within 2 weeks after the holiday, weather permitting.
- ___ 11. If the Home Site improvements and maintenance responsibilities are neglected, Landlord and its agents reserve the right to perform any necessary or reasonable Home Site and maintenance duties/tasks, Resident shall be billed the actual cost of such work, and this charge shall be deemed to be additional rent.
- ___ 12. It is the responsibility of each Resident to keep all structures on their Home Site well maintained, in good repair, and painted or stained. This includes but not limited to the Home itself, porches, decks, carports, storage sheds, patio furniture and parking pad.
- ___ 13. Patios, decks and areas behind structures on Home Sites shall not to be used as storage areas.
- ___ 14. No plastic shall be placed on the outside windows of the Home or used to enclose a porch area on the Home Site.
- ___ 15. In order to maintain the attractive appearance of the entire Community, Home window coverings shall be normally-used treatments such as blinds, shades, curtains, or draperies. Any curtain or shade resembling aluminum foil or metallic material shall not be approved including solar curtains. Contact Management for approval prior to installation of any other types of commonly-used window treatments. Window coverings shall be kept in good repair — no visible rips, tears, stains or broken blinds shall be allowed. Not allowed as window coverings: foil, plastic sheeting, Styrofoam, boards, blankets, newspapers, flags or other materials not designed as window coverings, except short-term for emergencies and approved by Management. Broken window glass, visible from the street, shall be repaired or replaced.
- ___ 16. Spray painting of Homes shall only be permitted provided proper tenting is in place to prevent over-spray and if approved in advance by Landlord.
- ___ 17. Chemical weed killer shall not be applied to the ground of Resident's Home Site further than 4 inches from the skirt of the Home. Residents that damage the Park's landscape shall be responsible for the actual costs of restoration of the ground and landscape.
- ___ 18. No permanent fences of any kind shall be permitted in the Community, and, in particular, decorative fences made of plastic, metal or other substance are not permitted around the property lines.
- ___ 19. The following items are not allowed: window air conditioners on the street side of the Home, CB antennas, basketball hoops, tents, picnic area enclosures, playground equipment, swimming pools, fire pits, or trampolines. Fake flowers or plants may be permitted; however, they must be removed when fading or discoloration is present. Gazebos constructed of decorative wood or wrought iron may be approved in certain cases.
- ___ 20. Concrete extensions shall meet the local building code, look like existing concrete, and be professionally installed.
- ___ 21. Nylon or aluminum screening is permitted to repair or replace existing screened-in porches; as noted, plastic sheeting is not permitted at any time.
- ___ 22. Lighting installed for decorative or security reasons must not encroach or disturb another Resident.

- ___23. Decks (and associated stairs and railings) must be pre-approved by Landlord before installation and must comply with the following standards:
- a. Decks built after June 1, 2014 shall be skirted with T-lock to match the house. Decks with alternate enclosures below the deck surface shall be upgraded to T-lock vinyl as Management deems necessary.
 - b. A building permit is required from the City of Bettendorf for all decks.
 - c. Decks, stairs, and handrails must be built according to the City Building Code.
 - d. Decks must be free standing (not attached) from the home.
 - e. Resident must maintain a minimum 10' distance between structures.
 - f. Decks may not be enclosed or built as to be considered additional living/storage space.
 - g. Decks and stairs must be stained or painted.
 - h. Decks and stairs must be in good repair at all times.
- ___24. One (1) storage shed, assuming it is pre-approved by Landlord before installation and complies with the following standards, shall be permitted per Home Site:
- a. Sheds must be, and are considered, non-living spaces.
 - b. Sheds must be no more than 80 square feet in size.
 - c. The door design of the shed will be a common factory built style consistent with existing sheds in the park.
 - d. A building permit is required from the City of Bettendorf if electrical systems are installed in the shed.
 - e. No plumbing or rest room facilities are allowed in the shed.
 - f. Sheds do not require foundation footers and can be built on a cement slab at least 4" thick.
 - g. Shed siding must be constructed of a similar material used on newer style manufactured home models at the Park. These sidings shall be consistent with current architectural designs in the Park and are based on prior written approval. Lap siding must be used on all street facing surfaces. Siding color will be consistent with existing model colors in the Park.
 - h. Sheds will have a maximum allowable height of 8' unless a written variance is granted by Management with the exception of sheds under awnings which must extend to the awning height.
- ___25. Freestanding awnings and car ports must be pre-approved by Landlord before installed and, as part of the review and approval process, Landlord may require that the awning meet specific requirements, including based upon wind and snow load factors; shall not exceed 14' in height; shall be constructed of metal and not wood; and shall not be constructed without both pre-approval from Landlord and a building permit from the City of Bettendorf.

VI. Waste Management

- ___1. Residents shall sign up for garbage service with the City of Bettendorf. Garbage containers are provided by the City of Bettendorf. Any garbage, waste or unwanted materials that do not fit in the container shall be kept in the Home or storage shed until the next scheduled day of garbage pick-up. Burning of trash or leaves shall not be permitted.
- ___2. Children shall stay out of the garbage containers and shall not allowed to play on top of the containers.
- ___3. Residents shall not install garbage disposals in their Homes or deposit solid food into the sewer system.
- ___4. Residents shall not compost food or garbage anywhere in the Community.
- ___5. Residents wishing to dispose of any items via large pick up from the City of Bettendorf must keep the items inside their Home or in their storage shed until the day of collection. There are no exceptions to this rule.

VII. Automobiles and Other Vehicles

- ___1. All automobiles, trucks, vans, recreational vehicles, boats, utility trailers and any motorized vehicles shall be registered with Management.

- ___2. Only currently licensed and registered passenger automobiles may be parked in Resident's driveway. Boat, trailers and recreational vehicles shall not be parked in Resident's driveway, lawn or assigned parking space except for loading and unloading. Residents shall ensure that their vehicles and their guest's vehicles are not parked in such manner as to interfere with snow removal, street maintenance, emergency access or other Resident's parking. Residents shall be permitted two (2) vehicles per lot, unless Landlord approves of additional vehicles in writing. A fee of \$15.00 per month/vehicle extra vehicle fee will be charged as additional rent for home sites that have more than two registered vehicles.
- ___3. No inoperable vehicles, unlicensed vehicles, or expired licensed vehicles are permitted anywhere on the Park. A non-operational vehicle includes but is not limited to, a vehicle that meets one or more of the following criteria: a flat tire for more than 3 days, cannot be driven legally on the highway, has no valid license plate, and/or is otherwise non-operable for more than 3-days.
- ___4. No parking or driving is permitted on the lawns at any time. Vehicles may be parked only on parking areas and streets. All wheels must be on the paved surfaces. Vacant lots may not be used for parking. Improperly parked vehicles will be towed away at the owner's expense. Vehicles in open storage shall be pre-approved by Landlord and have an assigned space within the Community from Landlord; a storage fee of \$25.00 per month per occupied space shall be charged to Resident and deemed to be additional rent.
- ___5. Loud mufflers, excessive noise caused from faulty exhaust systems, and/or loud music from automobiles is prohibited. Snowmobiles are not allowed to be ridden in the Park and must be on a trailer or hauled to and from the Park.
- ___6. No automobile maintenance or repair shall be allowed in the Community. Residents shall not allow their automobile to leak oil or engine fluids onto the ground in the Park. Resident shall be responsible for the proper clean up and disposal of any engine fluids that leak from their automobile.
- ___7. No semi-truck or tractor trailer parking shall be 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.
- ___8. Motorcycles, motorbikes and mopeds shall not be allowed in the Park, except for entrance and exit from a Resident's site. Parking of these vehicles is permitted at the Premises on the patio or driveway only.
- ___9. Guest parking on street is allowed for no more than 2 days. If staying longer, alternate parking arrangements shall be made with Management.
- ___10. No overhauling, servicing, or repairing of motor vehicles will be allowed in the Park. Washing of autos, boats and recreational vehicles with a hose and painting with a power sprayer are strictly forbidden in the Park.

IX. Utilities

- ___1. All water and sewer lines beyond the point of hookup shall be the responsibility of Resident and, accordingly, any stoppage or freezing beyond the point of hookup shall be the responsibility of Resident. Residents shall be responsible for keeping heat tape in working condition and skirting enclosed to properly protect lines from freezing during the winter months. Running water to prevent freezing pipes shall not be allowed. Resident shall be responsible for protecting the water riser, water sub-meter and equipment to prevent freezing.
- ___2. All utility work shall be performed by trained personnel and shall comply with all city, county, and state codes.
- ___3. Residents shall be liable for damage to the Park's utilities and equipment caused by Residents or their guests.
- ___4. Water Rules: Residents are responsible to water, as needed, trees and shrubs on their Home Site. All Homes shall have an exterior frost free faucet. Residents shall be conservative in watering their lawns; during the hot and dry portion of the summer season, Residents shall let the grass go dormant. Swimming pools of any type, bird baths, and water features without a recirculating motor shall not be allowed.

X. Pets

- ___ 1. The below rules constitute Landlord's Pet Registration and Pet Policy Agreement ("Pet Policy") and applies to all Residents and pets and animals (collectively "Animals" or "Pets") in the Park. If Landlord approves of Resident's proposed Animal, such approval is conditioned upon and is only good for so long as Resident fully complies with the Pet Policy at all times; otherwise, all Animals are strictly prohibited from the Park.
- ___ 2. As part of the registration process, and in addition to the information requested within the registration form, Landlord may require Resident to provide additional specific information regarding Resident's Animal that may be required by, or otherwise relevant to, any applicable municipal or other local law/ordinance regarding animals, including but not limited to, animal licensing information, as well as information regarding the Animal's prior history of attacks or bites against a human being or other domestic animal, or of other undesirable behavior.
- ___ 3. Landlord, in its sole discretion, will determine whether to approve a Resident's Animal. Only approved Animals are permitted in the Park, and Animals will be approved only so long as Resident and Animal fully comply with the Pet Policy at all times.
- ___ 4. Landlord must give prior written approval for all Animals residing in this Park. If an Animal is acquired and begins residing in the Park, but is not registered and approved by the Park, that action constitutes a material noncompliance with the Lease Agreement and Rules and Regulations.
- ___ 5. All approved Animals must have and maintain a current rabies inoculation, and an up-to-date copy of the rabies certificate/document must be provided to Landlord for all approved Animals.
- ___ 6. At all times, Resident and Resident's Animal must be in full compliance with this Pet Policy, as well as all applicable municipal or other local laws/ordinances regarding animals.
- ___ 7. No more than one (1) dog and/or one (1) indoor cat shall be approved per Home/Home site, and in total, no more than two (2) Animals shall be allowed per Home/Home Site.
- ___ 8. Dogs in the following categories are not permitted in the Park at any time:
 - a. Dogs prohibited under any applicable municipal or other local law/ordinance regarding animals.
 - b. Dogs over 40 pounds, when fully grown.
 - c. Pure bred or mixed breed Rottweilers, Chow Chows, all types of Pit Bulls and Bull Terriers, Doberman Pinschers, Wolf Hybrids, Malamutes, Huskies, Bullmastiffs and Mastiffs, and Great Danes.
 - d. Any individual dog that has a history of attacks or bites against a human being or other domestic animal, of unprovoked chasing/approaching of a person on public grounds in a menacing fashion or apparent attitude of attack, or of being a direct threat to the health or safety of others.
 - e. Any previously approved individual dog that is observed by Landlord being vicious or aggressive toward a human being or other domestic animal.
- ___ 9. Animals shall not cause excessive noise, cause damage to the Premises or Park, be a nuisance, or create a health or safety hazard.
- ___ 10. Excessive or needless barking or howling that unreasonably disturbs other Residents of the Park is not permitted.
- ___ 11. Resident agrees to promptly clean up after his or her Animals. Animals may not use other Residents' sites to rid themselves of waste. Animal droppings are to be removed regularly from Resident's Home site, which means that Resident shall remove and dispose of all Animal droppings daily. Failure by a Resident to clean up after Resident's Animal on a daily basis may result in a \$10 fine per day of violation.
- ___ 12. The Parties agree that the \$10 fine for a Resident's failure to clean up after Resident's Animal is a reasonable liquidated damages amount, and not a penalty, for Landlord's damages stemming from this breach of the Pet Policy, which may include Landlord having to clean up after the Animal and the intangible effect and damages on the Park from an unclean Home site and which are, therefore, impractical and/or impossible to exactly compute in the event of a breach.

- ___ 13. Animals are not allowed to be left outside without the Resident for any period of time; thus, at all times, Resident must be outside with Resident's Animal(s); Animals are not allowed to run loose in the Park's playgrounds, Resident's own yard, other Residents' yards, or any other area of the Park; and Animals, when outside, must be on a leash that does not infringe on other Residents' yards, common areas, or streets at all times.
- ___ 14. When walking Animals in the Park, Animals must be on a short, hand-held leash at all times.
- ___ 15. At all times, Resident is responsible for the conduct of Resident's Animals, provided however that nothing within this provision or within this Pet Policy shall limit or extinguish the Park's duties, obligations, and liabilities as otherwise provided under the law or shall unlawfully limit or extinguish a Resident's non-waivable rights under the law.
- ___ 16. Resident agrees to comply with the Pet Policy at all times, and violation of this Pet Policy is deemed to be a material noncompliance with the Lease Agreement and Rules and Regulations.

XI. Resale of Home:

- ___ 1. A Resident who owns the Home may sell the Home subject to the provisions herein. First, in the event Resident desires to sell Resident's Home without removal of the Home from the Premises by the proposed purchaser, Resident shall make such sale subject to the approval of Landlord, and the proposed purchaser shall make appropriate application to Landlord and enter into a new rental agreement of the Premises before such sale shall become binding. If approval is not obtained, the buyer shall remove the Home from the Community immediately. No Home or Premises may be subleased. A failure to comply with the provisions of this paragraph shall be deemed to be a breach of and material noncompliance with this Agreement, and Resident and the purchaser shall be subject to removal under the provisions of Chapter 648 of the Iowa Code.
- ___ 2. Second, in the event of a sale to a third party, and in order to maintain the quality of the Community, Landlord reserves the right, at its sole discretion, to require that any Home in a run-down condition or in disrepair be removed from the Community within sixty (60) days.
- ___ 3. The Park's name shall not be used in advertising a Home for sale, except to identify location. Only small and reasonable "for sale" signage shall be allowed.
- ___ 4. No Home shall be left vacant for the purpose of selling, unless Resident receives permission in advance from Landlord. Utilities service shall be left on.

XII. Termination or Cancellation of Rental Agreement

- ___ 1. When either Party desires to cancel the renewal of the Rental Agreement of the Home Site, at least sixty (60) days written notice shall be delivered to the other Party and this Agreement shall expire at the end of that period or the current lease term, whichever is longer. If there is a material noncompliance by Resident with the terms of this Agreement (other than for nonpayment of rent or if Resident creates a clear and present danger to health and safety), Landlord may deliver written notice of the acts and omissions constituting the breach and of Landlord's election to terminate the Agreement within thirty (30) days if the breach is not remedied in fourteen (14) days. If Resident fails to remedy the breach within fourteen (14) days, this Agreement shall terminate as provided in the notice and as otherwise provided under the law; provided however, that if Resident fails to pay rent when due and Resident fails to pay rent within three (3) days after written notice by Landlord of nonpayment of rent when due and of Landlord's intention to terminate this Agreement if rent is not paid within that period of time, Landlord may terminate this Agreement and proceed with any and all available remedies provided at law or in equity.

XIII. Delivery, Setup, Tear-Down, and Removal of Homes

- ___ 1. All Homes shall be installed and tied down in accordance with Iowa's requirements for manufactured housing installation set forth in Iowa's State Building Code and elsewhere under the law.
- ___ 2. All transporters utilized by Residents must be licensed, insured and authorized to move and set Homes in the state of Iowa. Written proof along with copies necessary permits must be received by Management no less than 48 hours prior to the scheduled install or removal of the Home.
- ___ 3. Residents shall provide Management with a thirty (30) day written notice prior to placement or removal of Home. Management shall be present during the placement or removal of such Home. Homes shall be moved into and out of the Park by appointment, if practicable, between the hours of 9:00 AM and 5:00 PM Monday through Friday. Transporters shall be at the Home location no later than 4:00 PM. In the event that the transporter arrives after 4:00 PM, further operations shall not commence until the following day. In the event Landlord's maintenance personnel are required to remain after 5:00 PM due to transporter operations, Resident shall be billed the actual cost to Landlord for the presence of Landlord's maintenance personnel after 5:00 PM, and this charge shall be deemed to be additional rent.
- ___ 4. Skirting on the Home: Within fifteen days after arrival, each Home shall be skirted with pre-finished vinyl T-lock skirting or other skirting approved by Management, and Residents shall keep their skirting clean, painted, free of holes and well maintained. All skirting shall match. All skirting must have doors or other means of entrance so as to provide easy access to utilities services located underneath the Home. Residents have the option of purchasing approved skirting from Landlord. Also, after June 1, 2014, Homes that are replacing skirting, new Homes installed, and Homes being resold shall have treated wood or lumber at the base of the skirting. Resident is liable to Landlord for its actual costs incurred due to Resident's violation of this provision, including Landlord's actual costs to have the skirting installed after the 15-day period has expired; Resident shall be billed such actual costs incurred by Landlord; and such charge shall be deemed to be additional rent.
- ___ 5. Hitches shall be removed when possible. When not removed, skirting or planter must cover them.
- ___ 6. All Homes shall be equipped with adequate tie-downs which shall be installed as soon as practicable, and remain in place until the Home is moved.
- ___ 7. Fences or street signs disturbed as a result of setup or tear down shall be replaced or repaired by Resident in their original condition prior to leaving the Community. All damages caused as a result of setup or tear down activities, such as ruts, damage to trees or shrubs and lawns, or other damages, shall be repaired by Resident within three (3) days of the completion of setup or tear-down activities. Resident is liable to Landlord for its actual costs incurred arising from Resident's violation of this provision; Resident shall be billed such actual costs incurred by Landlord; and such charge shall be deemed to be additional rent.
- ___ 8. Residents shall leave the affected lots clean and in safe condition. Final cleanup and debris removal shall, in all events, be accomplished within twenty-four (24) hours of the completion of setup or tear down. Resident is liable to Landlord for its actual costs incurred arising from Resident's violation of this provision; Resident shall be billed such actual costs incurred by Landlord; and such charge shall be deemed to be additional rent.
- ___ 9. The demolition and salvage of a Home by Resident or Resident's agent on the Home Site is prohibited unless approved in writing by Management, and all Homes shall be removed from the Park prior to demolition.

XIV. Miscellaneous Provisions

- ___ 1. Landlord reserves the right to make changes, additions, deletions, or amendments to the Rules and Regulations governing the Residents' use and occupancy in accordance with the provisions of Chapter 562B of the Iowa Code. Notice of all such additions, changes, deletions or amendments shall be given to all Residents thirty (30) days before they become effective. Any such new rule or regulation adopted after Resident enters into the Agreement shall not work a substantial modification of Resident's Agreement.

- ___ 2. Resident will notify Landlord of any material changes in the information contained in the rental application or registration materials within ten (10) days of any such changes. Yearly information update forms will be sent to by Landlord Residents; these forms shall be filled out completely and returned to the office within 14 days from the date of the request.

- ___ 3. 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 Resident 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 Resident Act (Iowa Code Chapter 562B) or other applicable law, such invalid or conflicting term or provision shall be severed from these Rules and Regulations, and the remainder of these Rules and Regulations shall continue in full force and effect as though the invalid term or provision was not contained herein.

- ___ 4. Nothing contained in these Rules and Regulations shall be construed as waiving any of Landlord's or Resident's non-waivable rights under the law.

- ___ 5. 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.

- ___ 6. 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.

Acknowledgement by Resident:

Resident acknowledges that Resident has read and understands, and will abide by these Rules and Regulations at all times:

(Resident's Printed Name)

(Resident's Signature)

(Date)

(Resident's Printed Name)

(Resident's Signature)

(Date)

(Resident's Printed Name)

(Resident's Signature)

(Date)

Glendale Mobile Home Park, Inc.
by: Brandon Bedford

(Signature)

(Date)