

RULES AND REGULATIONS

West Park, Manufactured Housing Community

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RULES AND REGULATIONS

Welcome to West Park, 55+ Manufactured Housing Community (hereinafter referred to as the "Park"). The Park and its management (hereinafter "Park management") are governed by a variety of federal, state, and local laws and ordinances to operate as a Manufactured Home Land-leased Community. We seek to enforce certain rules and operating procedures to safeguard homes, residents, and the community as a whole. Other rules are for the comfort and convenience of residents. Compliance with these rules will help make the Park an enhanced living environment and a community in which you and your neighbors will be proud to live.

For purposes of these Rules and Regulations and all other communications between the Park and Residents, "Resident(s)" means and refers to the individual or individuals who have signed Rental Agreements (including tenants and co-tenants) and occupants, as well as all other persons who reside in or visit the Park. For purposes of these Rules and Regulations, the words "Manufactured Home Community", "Mobile Home Park" or the "park" all mean the entire property including streets, individual lots, and common areas.

RENTAL AGREEMENT, RENT & DEPOSIT:

1. All adult applicants for residency must fill out a written application for tenancy with the Park. Once approved, all adult Residents must sign a Rental Agreement, Registration Form, and Disclosure Statement and Acknowledgment; these Rules and Regulations; a Pet Agreement, if applicable; and any other agreements that the Park may require. All other adult occupants must be listed on the Registration Form and sign the Guaranty Agreement.

2. Rent is payable in advance and due on the first day of each month. If the rent is not received by the Park by midnight on the fifth (5th) day of the month, there will be a late charge of ten dollars per day up to a maximum late charge of forty dollars.

3. Rent shall not be paid in cash.

4. Checks and money orders should be made payable to West Park (or its subsequent assigns) and dropped off or mailed to the office at 9602 Bishop Dr, Office, West Des Moines, IA 50023. **Rent shall be deemed paid when received by the Park, not when mailed. All payments received by Park will be applied in the same order as charges were incurred.** A fee of \$30.00 will be charged for any check returned by Resident's bank for any reason.

If three checks submitted by Resident are returned by Resident's bank for any reason, the Park has the right to require all of Resident's future rental payment and other payments to be in the form of a money order or cashier's check. Once such requirement is instituted by the Park, the Park will only accept payments in the required form(s); any other attempted form of payment will not be accepted by the Park and Resident will be deemed to have committed a material non-compliance with these Rules and Regulations and the Rental Agreement.

5. Each Resident must make a security deposit as specified in the Rental Agreement. The security deposit will be held, applied and/or refunded in accordance with applicable law.

6. Each Resident shall be notified, in writing, of any rent increase at least sixty (60) days before the effective date. Such effective date shall not be sooner than the expiration date of the original Rental Agreement or any renewal or extension thereof.

7. Residents must provide the Park with his or her telephone number, even if unlisted, and email address if there is one. The Park will not share this information within anyone other than its agents or affiliates and only for business purposes. If Resident's telephone number, email address, or other

information listed in the application for tenancy or Rental Agreement changes, Resident must notify Park management in writing within ten (10) days after the change.

GENERAL - HOME & LOT:

1. **The Park, prior to acceptance of an application for tenancy, must approve all homes, new and used, for placement on any lot.**
2. **Mobile home sites are non-transferable in whole or part. Homes may not be rented or sublet in whole or part. Entry into so-called "rent-to-own" agreements is a violation of this section. True installment sales of homes do not violate this section, provided the sales comply with other applicable Provisions of the Rental Agreement and these Rules and Regulations.**

SALE OF RESIDENT'S HOME:

Resident may resell his or her home on its site through the community office or other sales firm, or by owner, so long as the home meets Park standards. At least 10 days prior to "closing" on a sale of a home, Resident must provide a copy of the Bill of Sale or Installment Contract to Park. Any Resident who is selling his or her home must have it inspected by the Park prior to any sale or attempted sale, as provided below. Resident is responsible for conforming to all Park standards and any other inspection requirements. Resident must comply with all laws and regulations governing the transfer of title to the home, including payment of all taxes and fees associated with the transfer.

In the event that Resident wants to sell his or her home without removal from the park, Resident must make such sale expressly subject to the approval of the Park. Specifically, the proposed buyer must make appropriate application to the Park, must be approved as a tenant, and must enter into a new Rental Agreement prior to the sale of the home and before such sale will become binding. A failure to comply with the provisions of this paragraph will be deemed to be a material non-compliance with the Rental Agreement.

Before approving any sale, the Park may, among other things, inspect the Resident's lot and the outside of the Resident's manufactured home to see whether the lot and the home (including any garbage and storage sheds) meet all Park standards and any other inspection requirements. Following inspection, the Park will provide Resident a written list of repairs that must be completed in order for the home (including any garbage and storage sheds) to meet Park standards and, thus, for the sale to be approved. If the Resident does not timely comply with the list of repairs necessary to bring the Resident's manufactured home (including any garbage and storage shed) in compliance with the Rules and Regulations, the sale will not be approved, it will be deemed to be a material non-compliance with these rules and the Rental Agreement, and Resident will, thus, be subject to eviction of Resident's person and property (including the manufactured home) for such material non-compliance.

No "for sale" or "for rent" signs or other advertising signs are permitted in the Park unless noted herein. "For Sale" signs, of no larger than 18 x 24 inches, are permitted in the front or side window of a Resident's home, and if no front window exists, one sign may be placed with the yard immediately next to the home.

Swing sets are to be removed once a Resident sells his or her home, unless the buyer has confirmed in writing that he or she wishes for that swing set to remain on the lot and the swing set is operable, with no excessive rust, and is otherwise in a good condition.

Prior to Resident moving or transporting his or her home out of the Park, Resident must give the Park written notice at least two (2) weeks in advance and, at that time, must also provide the

date and time of scheduled removal, the name of the moving company, a copy of the moving insurance, and a copy of the tax clearance. Park reserves the right to charge any mover a security deposit. All movers must be duly licensed.

PARK STANDARDS: All homes brought into the Park and all homes being sold within the Park must comply with all Park Standards.

PARK STANDARDS FOR ALL HOMES ARE AS FOLLOWS:

A. Each Resident must appropriately maintain Resident's home, as further described herein this section, for purposes including to maintain the overall appearance of the Park and uniformity in the appearance of the Homes throughout the Park, and safety concerns.

B. Each Resident's home must be neat in overall appearance and have no broken, rotten, discolored or non-uniform siding; **must be properly painted and in light or neutral colors**; must have 6" or 8" horizontal siding; must have pitched asphalt or wood shingled roof; and must have all the windows properly hung in place, in good repair with no broken glass, with operating screens if so equipped, and equipped with curtains, drapes or blinds (blankets, trash bags or the like may not be used as substitutes). In particular, each Resident's roof and shingles must be maintained, repaired, and replaced when necessary. Vinyl siding is the preferred type of siding.

C. No additions of any kind will be allowed, unless approved by the Park in writing prior to any construction thereof. No improvements that require penetration of the ground surface will be commenced prior to clearance by calling Alliant Energy by dialing 811, and Iowa One Call (1-800-292-8989).

D. DECKS, PORCHES, RAMPS AND STAIRS: All decks must be pre-approved by the Park in writing before beginning construction. Decking material must be treated lumber, cedar, or redwood, or painted tastefully and in a neutral color. Decks must have handrails on all exposed sides. Decks must be of a minimum size of 6 feet by 6 feet. Any deviation from these specifications must be specifically pre-approved by Park management.

All porches must be pre-approved by the Park in writing before beginning construction. All porch sides must be skirted with matching skirting or materials consistent with the construction used to build the porch. Porches must have handrails on all exposed sides.

Decks and porches must meet all state and local codes as to materials, foundations, deck load and railing requirements, and will remain the property of Resident. Resident will obtain any required government permit(s) prior to commencing any construction. Porches and decks are only allowed on the entry side of the mobile home and shall not be erected on the non-entry side of the mobile home unless approved by the Park after consulting with the neighboring Resident(s). Steps must be used in conjunction with a deck or porch. Entry steps must be either concrete or treated wood that is appropriately stained, must have handrails, and must meet all state and local building codes. If the opening is visible, it must be covered with groundcover, mulch, rock, or other landscaping materials, but not weeds. Storage of items is not permitted underneath the deck.

E. STORAGE AND SHEDS: Storage sheds are required unless Resident owns a garage on site, and must be installed within sixty (60) days of the commencement of tenancy. This deadline may be extended by written consent from Park management based upon good cause. The Park reserves the right to waive the requirement of having a shed upon receiving appropriate, creditable assurances from Resident, in a form and substance acceptable to Park management, that Resident will maintain the lot completely free of movable personal property items when not in actual use, except permitted motor vehicles.

The Park must pre-approve in writing all storage sheds, including the type **and location**, prior to being placed upon the lot. Generally, the Park will only approve the installation of wooden sheds or Rubbermaid® sheds, or Rubbermaid® type sheds if pre-approved in writing from Park Management. Generally, the Park will *not* approve particle board or chip board sheds. All sheds must, at all times, be well-maintained, in good condition, with doors that close, and that can be locked. Sheds must not be damaged, unpainted, or in poor condition at any time. Non-conforming sheds that are not repaired after proper written notice from the Park of the material non-compliance of these rules, may be subject to removal. At the end of the tenancy, the Park may withhold the portion of the Resident's security deposit necessary to cover the expense of repair to or removal of any non-conforming shed.

The minimum shed size is eight (8) feet by eight (8) feet. The maximum shed size allowed is ten (10) feet by twelve (12) feet. The maximum height is ten (10) feet. In no event can the shed exceed the size as set forth in local ordinances or codes. Shed roof and exterior color must match the mobile home on that site. Sheds with treated floor framing may be set on the ground only with prior written approval of Park management.

On termination of the tenancy, sheds may be left on the lot only with the Park's written approval and the approval of any successor tenant. When Resident removes or disposes of the shed, Resident shall leave the lot in substantially the same or better condition than upon taking possession.

When not in actual use, all personal property of the Resident will be stored. All storage, of any kind, must be in a park-approved storage shed or garage, or in the home, including storage of lawn mowers, toys, tools, and recreational items. Specifically, no storage is permitted on top of the home or the storage shed, under or around steps, or under or on top of decks.

F. FENCES: Fencing, posts, and landscape dividers, of any kind, will not be permitted without prior written approval from Park management.

G. GARAGES: Resident, at his or her own expense, and free of liens (excluding any mortgage/security interest also covering the Home), may build a garage if prior written approval is obtained from the Park. The contractor or other person constructing the garage must be pre-approved by the Park. Placement and installation specifications of the garage must be pre-approved by the Park.

Specifically, Resident must provide a copy of the plan, the government permit, and proof of adequate insurance to the Park prior to construction of a garage. Lien waivers must be provided upon completion. Resident will be required to pay any additional real estate taxes imposed by any taxing authority by reason of any such improvement.

The roof and exterior color of any garage must match the mobile home on that site. Garages must have 6" or 8" horizontal siding corresponding to the mobile home on that site. Garages shall be placed no less than eighteen (18) feet from the street.

On termination of the tenancy, all garages and sheds conforming to the standards under these Rules and Regulations, including those constructed by Resident at his or her own expense, must be left on the lot unless Resident elects to remove the garage or shed and leaves the mobile home space in substantially the same or better condition than upon taking possession.

H. LANDSCAPING: Resident must obtain written pre-approval for the type and location of shrubs and trees from the Park. Resident must call Alliant Energy by dialing 811 and Iowa One Call (current number is 1-800-292-8989) before installation of any shrubs or trees.

Small gardens and landscaping are allowed and encouraged. Weeds must be removed, and gardens and flower beds must be maintained. No dirt or wood piles may be maintained on the lawn. **Location, variety, color, species and size of any landscaping, flowers, shrubs, trees, concrete or masonry work must be approved in writing by the Park prior to installation, and such things are considered part of the natural lawn. Likewise, location and type of lawn ornaments, statues, or other like materials placed on Resident's lawn must be approved in writing by the Park prior to installation/placement.**

Resident will not be allowed to place artificial plants or flowers of any type outside the home.

Trees and shrubs are considered part of the natural lawn and shall remain the property of the Park. Any lawn or any improvement thereto installed by Resident shall remain the property of the Park.

In all cases, Resident must leave his or her lot in substantially the same or better condition than existed upon taking possession.

I. GARBAGE PROVISION: Garbage must be in bags, tied securely, and placed INSIDE of a hard trash container. No garbage container is to be placed at the curb of the home at any time except when placed there for pickup no sooner than 5 p.m. on the day before the scheduled pickup, and after pickup, the container must be removed from the curb by midnight on the day of pickup. Garbage containers must be stored in the home, directly behind the house or deck, or otherwise out-of-sight from the street. See "Utilities" section for additional, relevant rules.

J. Only yard type furniture and grills will be allowed outside of the home. The furniture must be neat in appearance and matching. Grills must be kept clean and in good, safe working order. All other items of personal property must be stored as required by Paragraph D above.

K. Driveways and walks must be cleared of all snow and ice within 48 hours of measurable precipitation.

L. Any improvements required by the Rental Agreement or Rules and Regulations or otherwise pre-approved in writing by the Park must be completed in a timely and workmanlike manner; be capable of removal at the conclusion of the tenancy; be completed free of liens and encumbrances; and be installed in compliance with all applicable codes and ordinances. Any proposed improvements to a lot or exterior of a mobile home must be approved by the Park in writing before beginning construction. Resident must submit plans and permits, if required by the City, to the Park in writing before beginning construction. Any improvement that does not meet the requirements, in any way, of these Rules and Regulations or the approved plans when completed must be redone or removed at Resident's cost.

M. SEE "SET-UP AND OTHER HOME REQUIREMENTS" for additional Park Standards.

OTHER HOME REQUIREMENTS:

A. Residents are encouraged to equip their home with a fire extinguisher and smoke detector(s). Residents must comply with codes and ordinances applicable to either.

B. OTHER:

1. No carports are allowed, unless approved by manger.

2. Prior written approval of the Park is required for installation of yard lights. The type and location must be pre-approved.

3. Prior written approval of the Park is required for installation of awnings.
4. No laundry may be hung outside of the mobile home except on a clothesline to be located at the rear of the lot. When the clothesline is not in use, it must be folded down.
5. Prior written approval of the Park is required for installation of fireplaces and chimneystacks. All fireplaces and chimneystacks must be in compliance with all applicable state and local building codes, as well as the Rules and Regulations. If required by law, a local building permit must be obtained by Resident before the installation begins.

Firewood must be stored in a way that will not result in attraction of rodents, creation of a fire hazard, or an unsightly appearance. The Park may inspect firewood storage and advise Resident if a problem exists. If a problem exists, the Resident must immediately remedy such problem or, otherwise, the Park may remove all firewood from the lot.

6. Prior written approval of the Park is required for installation of air conditioning units. If required by law, a local building permit must be obtained by Resident prior to installation by owner or contractor.

Central air conditioners must be installed on a concrete pad or other platform designed for that purpose, in proximity to the electrical service post, at a location pre-approved in writing by the Park, and in accordance with all applicable state and local building codes.

Window air conditioners may not be installed on the front or street side of the mobile home. Window air conditioners must be braced to the home with metal angle braces or chain braces. Wooden braces and bracing to the ground are not allowed.

- C. As is noted herein, Resident may, with the prior, written approval of the Park, make improvements to his or her lot. However, in all circumstances, upon termination of the tenancy, Resident must leave the site in substantially the same or better condition than existed upon taking possession.

RESIDENT'S DUTY TO MAINTAIN, AND LAWN CARE:

A. Residents shall keep and maintain their home site, including the home and garage or shed, in a good, clean and safe condition, and free of litter, garbage and junk items, and in a condition so that the aesthetic quality and appearance of the community and the value of the community are protected and preserved. In particular, Residents must ensure that their windows have curtains, drapes, or blinds (blankets, trash bags or the like may not be used as substitutes), and that their window treatments are in good condition; must promptly replace or repair damaged or missing skirting and siding, broken windows, exterior doors, awnings, and handrails; and must promptly repair, replace, or paint chipped or peeling paint.

B. It is the responsibility of each Resident to maintain his or her mobile home space in as good or better condition as existed when the Resident took possession; to comply with all obligations imposed upon Residents by applicable provisions of the city, county, and state codes materially affecting health and safety; and not to destroy, deface, damage, impair or remove any part of the mobile home community or knowingly permit any person to do so.

C. Neglected home sites, which includes inadequate cutting of grass, weed control, accumulation of litter, or failure to remove snow from Resident's front walk within forty-eight (48) hours, may be performed by the Park at its then-prevailing hourly rate, or by any other appropriate agent or contractor of the Park at the agent's normal hourly/fee rate, plus actual costs

incurred, as well as a 15 percent fee for Park management's supervisory and administrative overhead. These charges shall be deemed to be additional rent due on the next date Resident's monthly rent is due or would have been due. Resident will be responsible for any damage to Resident's skirting, phone or cable wires, or any other property of Resident when damaged by the Park because of the Park maintaining Resident's lot when Resident fails to do so.

D. Resident is prohibited from storing, using, or permitting the existence and/or use of hazardous substances on the premises. Resident represents and warrants to the Park that hazardous substances will not be used at any time. In the event of the use of hazardous substances on the premises by Resident, the Park shall have the right to require Resident to discontinue his or her use and clean up the contamination while the Park, at the same time, enforces the remaining terms of the Rental Agreement.

The use of hazardous substances by the Resident on the premises shall constitute a material non-compliance with these Rules and Regulations and of the Rental Agreement.

E. **Street and Common Areas.** The Park will maintain the streets and common areas of the Park. Resident must obey the Rules and Regulations about lot maintenance and about common areas such as streets and playgrounds, and obey posted traffic and parking signage.

F. **Lawn Care.** From time-to-time, but not more than three times per year, in order to ensure a well-maintained appearance throughout the Park, prevent the spreading of weeds and other lawn pests from one lot to another, the Park may arrange for certain lawn care and maintenance (including, but not limited to, the spraying of fertilizer and weed control) for each Resident's lawn at Resident's expense. This charge shall be deemed to be additional rent due on the next date Resident's monthly rent is due or would have been due. Upon request, the Park will provide Resident with estimated rates/charges for this service.

Notwithstanding the foregoing, each Resident remains primarily responsible for fertilizing and weed control; keeping his or her lawn mowed, trimmed, and free of paper and other debris; maintaining the trees, shrubs, and other landscaping; removal of ice and snow within forty-eight (48) hours; and otherwise maintaining the lot's lawn and landscaping in a reasonably clean and safe manner. Residents shall not blow their lawn clippings (e.g., grass) into the street.

All Residents with homes on the perimeter of the community will maintain up to the middle of the berms as part of their yard.

UTILITIES:

A. Electricity, water, sewer, and gas connections are the responsibility of Resident. Residents must comply with all utility hook up requirements of the appropriate utility providers and of the Park and its agents and assigns.

Upon taking possession of the site, Resident shall inspect the thermal line, electric pedestal, and sewer lines to ensure they are in good working order and not damaged. If they are damaged, Resident shall notify the Park, in writing, of the nature and extent of said damage before taking possession. If Resident fails to notify the Park of any such damage, it will be conclusively presumed that the above noted items were in good working order and undamaged at the time Resident took possession.

Resident shall be responsible for any damage and repairs to the above ground and the below ground facilities on the leased site. If Resident damages any below ground improvements caused by malfunctioning heat tape, plumbing work, digging, driving rods, stakes, pipes, etc. into the ground or for any other reason, damage will be repaired by the Park or its contractors and charged to Resident at the then-prevailing hourly rate, plus actual costs incurred, as well as a 15 percent fee for Park management's supervisory and administrative overhead. If

the blockage of a sewer line is the result of items discarded by Resident into the sewer, the cost of repair shall become that Resident's responsibility. Such charges shall be deemed to be additional rent due on the next date Resident's monthly rent is due or would have been due.

B. Electric, Gas, Telephone, and Cable/TV are available to each home site. See Disclosure Statement. Each Resident is responsible for directly coordinating the installation, hook-up, provision of services, and payment for these utilities with the appropriate utility providers. Resident will not tamper with meters or equipment. Satellite dishes are permitted, but the location is subject to pre-approval of the Park. Other outside antennas, of any kind, are *not* permitted. Any permit fees required by the City are the sole responsibility of Resident.

C. Each Resident will be liable for his or her own waste water discharge and sewerage discharge, and for garbage removal, and the Park and its agents and assigns will be responsible for billing and collecting charges for waste water discharge, sewerage discharge, and garbage services from each Resident. The Park and its agents and assigns will provide water at no charge to Resident.

Specifically, the Park or its agents or assigns will bill Residents for waste water and sewerage discharge, on a metered basis for estimating waste water and sewerage usage, and for trash removal, all of which will be payable as additional rent due on the next date Resident's monthly rent is due or would have been due. The Park or its agents and assigns shall have the right to enter onto the mobile home site for the purpose of installing, maintaining, and reading the meter and related equipment and shall have the right, upon reasonable notice, to interrupt service to the mobile home temporarily during the installation or changing of the meter. **Failure to pay waste water discharge, sewerage discharge, garbage, or any other charges assessed as additional rent in a timely manner is considered a breach of the Rental Agreement and these Rules and Regulations and may be grounds for eviction.** Upon request, the Park will provide Resident with estimated rates/charges for these utilities.

D. All connections and winterizing of water and sewer lines must be done in accordance with applicable laws and regulations, as well as sound standards of care. Resident must pay all associated fees and costs. It is the responsibility of Resident to make certain that the heat tape for the water riser and the water lines operate properly. Resident will be charged for damage caused by any stoppage of the branch lines or freezing of the pipes. Seasonal adjustments to tie-downs, as necessary and prudent, are the sole responsibility of the Resident. The utility provider and the Park and its agents and assigns shall not be liable for any frozen pipes.

E. Before any Resident makes any improvements in the lot, such as anchoring a shed or deck, building a garage or fence, or planting a tree or bush, Resident must call Alliant Energy by dialing 811 and Iowa One Call (current number is 1-800-292-8989) to locate the utility lines on the site; there may be a charge to Resident for these services. Such companies may provide a verification number, which is evidence that Resident placed the appropriate call. As noted, Resident shall be responsible for any damage and repairs to the above ground and the below ground facilities on the leased site.

F. Garbage will be collected weekly on a designated day. Trash receptacles are to be furnished by Resident and kept out of sight from the street or neighbors. It is Resident's obligation to move the trash receptacle from its storage place and put it at the curb for pickup and to return the trash receptacle promptly to its storage place; no trash receptacle or other garbage is to be placed outside of the home or storage place at any time except when placed there for pickup no sooner than 5 p.m. on the day before the scheduled pickup. Any Resident who is handicapped and, as a result is unable to do so, should notify Park Management so other arrangements can be made. Burning of leaves or trash is not permitted. Disposable diapers, tampons, and sanitary napkins must be placed in a refuse container (not in

the toilet). Garbage must be in bags, tied securely, and placed INSIDE of a hard trash container. In all events, containers and trash disposal must comply with applicable codes and ordinances.

G. A United States postal delivery box has been assigned to each Resident in the Park. These boxes are accessible to the Residents and postal officials twenty four (24) hours a day and are located by the community center. Please be aware that the Park cannot keep the postal box area free of ice and water at all times and accessible twenty four (24) hours, so please use caution in such area. All trash within the mailbox trash area must be discarded mail only. No car trash, food, home trash, or other garbage shall be disposed of in the mailbox area.

Park does not issue mailbox keys. It is the sole responsibility of Resident to obtain his or her key. Resident may, and is encouraged to, make additional copies of the keys. In the event of loss, Resident must notify the Park and pay the costs of replacement of the lock and key, plus a 15 percent fee for Park management's supervisory and administrative overhead. A waiting period (e.g., one week) is generally necessary in the event of loss; therefore, in the event of a lost key, Resident may wish to contact the Postal Service and have Resident's mail held at the Post Office until the new key is received.

H. Section on "Fines and Violations of Park Rules" at end of these Rules applies to enforcement of this Section 7 - "Utilities."

INSURANCE, PERSONAL PROPERTY, SECURITY AND INDEMNIFICATION BY RESIDENT:

Insurance: Resident is required to secure and maintain homeowner's insurance and personal property insurance. The insurance policy shall cover debris removal, in addition to standard coverage for public liability, fire, theft, collapse, and damage due to wind or other weather condition. **The policy must name the Park as an additional insured (or interest). Resident must provide the Park with a copy of the paid insurance binder or other proof of insurance at the time of signing the Rental Agreement.** In the event that Resident changes insurance companies, the Park must be notified, and be named as an additional insured on the new policy, and be given a copy of the paid insurance binder.

Personal Property: The Park is not responsible for damage to Resident's mobile home or other property unless the Park affirmatively causes the damage. The Park is not responsible for any damage to the manufactured home or its contents due to vandalism, burglary, or similar causes attributable to third-parties. The Park is not responsible for damage caused by natural disasters, fire, or civil disorder.

Security: Resident acknowledges that neither the Park nor manager provides security services. This understanding will not be altered by occasional incidental efforts of management to enhance the living environment and respond to disturbances. Resident agrees to look exclusively to official law enforcement authorities for personal safety and law enforcement.

Indemnification and Resident Liability: Resident agrees to indemnify and hold harmless the Park from, and on account of, any and all damage to property or personal injury by fire, theft or accident to any person(s), or to any mobile home or property of any person(s) arising from the failure of Resident to keep the mobile home and his or her lot in a good condition as herein provided, or arising from the negligence of Resident or a guest or other permitted occupant, including costs of defense. Further, Resident agrees to pay for all damages or injuries to the Park or other Residents and their guests caused by Resident or a guest or other permitted occupant, whether by negligence or misuse of the mobile home community, its facilities, or otherwise including costs of defense.

REPAIR AND EMERGENCY WORK:

If Resident's failure to do maintenance work or to meet the conditions on the use of common areas causes an immediate danger to the Park facilities or to the health and safety of others, the Park may give Resident written notice to do the necessary remedial work immediately. If Resident does not do the work immediately, the Park may do the work or hire an agent to do the work and charge the Resident the Park's or agent's then-prevailing hourly rate, plus actual costs incurred, as well as a 15 percent fee for Park management's supervisory and administrative overhead. If it is not possible or practical to give written notice and if immediate maintenance is essential, the Park may do the emergency work or hire an agent to do the emergency work without giving notice and may charge the Resident the Park's or agent's then-prevailing hourly rate, plus actual costs incurred, as well as a 15 percent fee for Park management's supervisory and administrative overhead. Such costs shall be deemed to be additional rent due on the next date Resident's monthly rent is due or would have been due. The foregoing does not limit any other rights or remedies available to the Park for Resident's failure to comply with the Rental Agreement or the Rules and Regulations. The Park reserves the right to charge interest on moneys advanced on behalf of a Resident from the date of advance.

WEST PARK OFFICE AND EMERGENCY NUMBERS:

The community office is open Tuesday and Thursday (except holidays) for Residents' convenience and to assist Residents with their community related problems. The community office hours and telephone number may change from time-to-time.

Residents are responsible for reading and understanding the content of all notices and other Park communications posted near the mailboxes. Residents are advised to contact the community office, or stop by personally, if they have a community related problem or question such as: disturbances, rent questions, questions regarding resale or inspection of the home, additions and changes to a home site, questions regarding the Rules and Regulations, or notices received from the Park. All changes related to Resident's tenancy registration status must be given in writing to the community office. Residents shall not go to the Park on-site manager's private residence other than for emergencies.

The Park has an emergency telephone number. This emergency number should only be used when the community office is closed and for emergencies only. The below telephone numbers may change from time-to-time.

EMERGENCY NUMBERS:

FIRE	911
AMBULANCE	911
POLICE	911
POISON INFORMATION	911
Community Office	515-401-7000
Manager (Lea's cell)	515-850-6225
Corporate Office	952-486-8102
West Park Emergency	515-850-6225

OCCUPANCY, USE, & RESIDENT CONDUCT:

1. Resident shall personally occupy his or her home only as a dwelling unit and may not rent the home nor assign his or her tenancy to another person or sublet all or any portion of the home. Entry into a so-called "rent-to-own" agreement is a violation of this section. A true installment sale of the home does not violate this section, provided the sale complies with other applicable provisions of the Rental Agreement and these Rules and Regulations. No commercial business, including day care, is permitted without written pre-approval by Park management.

2. All homes must be titled in the name of at least one of the occupants and at least one occupant must be 55yrs of age or older. **All adult occupants must be approved by the Park and must (1) sign the Rental Agreement or (2) be listed on the Registration Form and sign the Guaranty Agreement.**

No more than one immediate family unit (one or two adults and legally related children) may occupy the home. No more than three unrelated adults may occupy the home. The number of individuals who may occupy a mobile home during the tenancy shall not exceed two individuals per bedroom.

There shall be no overnight sleeping within the Park except within the manufactured home of Resident. For example, no overnight sleeping shall be allowed in any shed, motor vehicle, camper, tent, or camping trailer.

3. Guests may stay in the home a maximum of two (2) weeks. **Other than guests that stay for less than one week, Resident must register all overnight guests with the Park prior to or upon the guest's arrival to ensure the enforcement of this guest policy. Failure to register the guests will be a violation of the Rental Agreement and may result in eviction.** The Park reserves the right to deny admittance to any overnight visitor to the Park other than those officially registered as Residents or guests, and to deny access to anyone that the Park reasonably believes will be disorderly or fail to abide by these rules and regulations. See also Paragraph 11 of the Rental Agreement.

4. **QUIET** will be maintained from 10:00 p.m. to 6:00 a.m. Further excessively loud parties, talking, radios, stereos, televisions, automobiles, motorcycles and vehicles with loud mufflers, or other loud or excessive noise will be tolerated from inside or outside of the home at any time.

5. Residents are responsible for the conduct of their guests and visitors and supervision of their vehicles while in the Park. Residents are also responsible for the behavior and conduct of all children residing with or visiting them. In the event of damage(s) caused by a Resident's guest or other permitted occupant, that Resident will be jointly and severally responsible for payment of any and all related costs.

6. **No person shall engage in noisy, unruly, or abusive conduct anywhere in the Park. No person shall interfere with the right of quiet enjoyment of any other Resident or otherwise disturb, harass, annoy, bother, agitate, or be a nuisance to any other Resident.**

No person in the Park shall be under the undue or inappropriate influence of drugs or alcoholic beverages outside the home that they occupy. Such behavior shall be deemed to be a substantial annoyance to other Residents and a violation of the Rules and Regulations.

7. Minor Children: Residents are required to ensure that minor children in their custody or control obey the Rules and Regulations at all times and do not trespass on other Residents' lots. Children under seventeen (17) years of age are not permitted on park property other than the lot of the Resident with whom they are residing or visiting between the hours of 8:30 p.m. and 6:00 a.m. unless they are in the company of that Resident or an adult guest of that Resident at least twenty-one (21) years of age.

Children defacing and/or destroying community property shall be barred from community facilities. Children are not to play on other Residents' home sites without permission from the home owner.

The streets will not be used as a playground. The Park has designated recreation areas for Residents. Residents will comply with posted rules governing the use of these areas. No littering in recreation areas. Toys and miscellaneous items must be kept out of the yards and recreation areas at all times, except when in actual use.

Repeat violations after written notice by the Park will be deemed a substantial annoyance to other Residents and be grounds for eviction.

8. No peddling, soliciting, commercial enterprise, or distribution of any type of product or service is permitted within the Park without prior written approval from the Park. "Commercial Enterprise" includes, but is not limited to, babysitting childcare on a regular basis other than children of other Residents. Any permitted babysitting or childcare must comply with applicable codes, ordinances and regulations. No advertising signs or yard signs are permitted in the Park without prior written approval from the Park.

9. All firearms are banned from the park. They may be in your home, but not used there or cleaned there, etc. Uncased firearms must not be outside of your home within the park.

10. No BB guns, air guns, blow guns or pellet guns are to be shot within the park. Use of bows and arrows are also prohibited.

11. Fireworks are not permitted in the Park.

12. Any Resident who commits vandalism within or to the Park and/or its Residents and/or their property will be held fully responsible for any damage or injury thereto and such vandalism may result in eviction from the Park. Any non-Resident person who commits vandalism may be permanently barred from entering the Park.

13. Residents will not use their home or home site for any purpose deemed hazardous by insurance companies or that is illegal.

14. Section on "Fines and Violations of Park Rules" at the end of these Rules applies to enforcement of this section on "OCCUPANCY, USE, & RESIDENT CONDUCT."

VEHICLES:

1. Resident must register with the Park all motor vehicles regularly kept or used in the Park. All vehicles must be licensed with the current year registration clearly displayed as required by law. All motor vehicles subject to licensing requirements must be licensed.

2. All vehicles kept or parked outside of a garage in the Park must be in operating condition. All vehicles must have properly functioning mufflers. Inoperable vehicles and unsightly or "junk" vehicles cannot be kept in the Park for more than forty-eight (48) hours unless they are either scheduled for repair in the near future, with the scheduled repair reported to Park Management, or stored inside a garage with the garage doors kept closed except when entering and exiting. An unsightly or "junk" vehicle includes vehicles exhibiting one or more of the following characteristics: deflated tires; broken headlights or tail lights; broken windows; in a general poor condition, including the vehicle's physical appearance; or "rusted out" or otherwise having an excessive amount of rust or visible disrepair. Further, Residents may not "store" their extra vehicles that are not being used on a regular basis other than inside a closed garage, without prior written approval from Park Management. "Stored" vehicles are defined as vehicles remaining in one spot without substantial movement from Resident's driveway/lot for thirty days. Among other things, Residents who violate this "Vehicles" section shall be fined (see "Fines and Violations of Park Rules" section), and the non-complying vehicles may be towed at Resident's expense. This charge, plus actual costs incurred, as well as a 15 percent fee for Park management's supervisory and administrative overhead, shall be deemed to be additional rent due on the next date Resident's monthly rent is due or would have been due.

3. Boats, motor homes, recreational vehicles ("RVs"), travel trailers, trailers, fish houses, etc. may be parked in the driveway ONLY for loading and unloading purposes and only for up to 12 hours for boats and 24 hours for RVs. All boats, motor homes, recreational vehicles, travel trailers, trailers, fish houses, etc. must otherwise be located outside of the Park. Storage of such items beyond the aforementioned hour guidelines is expressly forbidden in the Park. Vans and van-sized mini-motor-homes may be allowed when used as a second vehicle and pre-approved in writing by the Park.

4. Large trucks or other vehicles over 3/4 ton are not permitted to be parked on site or in the community parking areas.

5. Mini-bikes or motorcycles may not be ridden on Park streets except to enter and exit the Park. Residents are otherwise prohibited from operating within the community or parking/storing on Resident's lawn any mini-bikes, go-carts, dirt bikes, or snowmobiles. Motorcycles and mini-bikes must have quiet mufflers. Current registration or licenses must be clearly shown on both mini-bikes and motorcycles.

6. Vehicle cleaning/washing and minor repairing, such as changing spark plugs, points, fan belts, tires, batteries, etc., are permitted on Resident's site. Repairs taking over two hours, including but not limited to brake work, transmission work, engine work, and body refinishing, etc., are *not* permitted outside of Resident's garage. Vehicles are not to be disabled for more than forty-eight (48 hours) for repairs or maintenance, unless located inside a garage and the garage doors are kept closed except when entering and exiting; otherwise, any such inoperable or unsightly vehicle will be towed at Resident's expense.

7. The Park and their agents and assigns will grant any peace officer of the City, County, or State authority to enter upon any portion of the Park and enforce applicable laws and ordinances against any persons or entities located therein.

8. All traffic regulations and customary rules of the road will be obeyed throughout the community. Speed limits shall be observed. To the extent possible, excessive speeding will result in the application of the fine noted in (12) herein.

9. PARKING AND DRIVING:

A. All vehicles must drive on the asphalt or concrete driveways or streets. No driving or parking is permitted on the sidewalks, lawns, other grass areas, or empty lots. Residents that continually park on the grass will be given a written notice of the violation. A second violation of this Rule will be grounds for eviction. Further, the Resident will be charged the cost of re-sodding any area damaged by the disregard of this Rule at the Park's or the Park's agent's then-prevailing hourly rate, plus actual costs incurred, as well as a 15 percent fee for Park management's supervisory and administrative overhead.

B. Vehicles may not be parked on the opposite side of the street across from a driveway, as it is a hazard to the Residents and guests entering and exiting such driveway. Also, parking is prohibited within fifteen (15) feet of any fire hydrant located in the community.

C. Vehicles may not be parked in the street overnight. Overnight is defined to be from 11:00 p.m. to 6:00 a.m. In other words, vehicles may not remain parked in the street between the hours of 11:00 p.m. to 6:00 a.m. without the prior permission of the Park. Vehicles illegally parked, or vehicles in community parking areas that are left unattended for an extended period of time, will be towed at the owner's expense.

D. Any Resident having inadequate spaces on Resident's lot (i.e., the driveway and any garage) to accommodate his or her automobiles or recreational vehicle must not park in community parking areas without prior approval in writing by the Park.

10. Residents will be held responsible not only for their own actions relating to parking and driving, but for such actions of their guests and invitees as well.

11. Section on "Fines and Violations of Park Rules" at end of these Rules applies to enforcement of this section on "VEHICLES."

PET POLICY:

1. Any pet owned by Resident, or that otherwise stays in Resident's home overnight, must be approved by the Park and a pet agreement with the Park must be signed. Resident must also provide Park management with a current vaccination certification for each pet. Each approved pet must wear a collar with a name-tag and rabies vaccination tag.

No more than two (2) four-legged pets will be allowed per home. A Resident who owned greater than two (2) approved four-legged pets at the time of adoption of these Rules will be permitted to continue

owning such pets until the pets die or are sold by the Resident. However, no replacement pets in excess of the two (2) pet maximum will be permitted.

House pets heavier than twenty (20) pounds when full grown will generally *not* be approved by the Park, except as required by law or otherwise provided herein. Residents who have assistive or service animals shall notify the Park at the time of pet application or approval. Assistive and service animals will generally be approved.

Animals other than dogs, cats, small birds, gerbils, hamsters and fish will generally *not* be approved by the Park, except as required by law or otherwise provided herein. Specifically, no snakes will be allowed in the Park. Residents who have assistive or service animals shall notify the Park at the time of application or approval. Assistive and service animals will generally be approved. *No* rats, mice, other rodents, iguanas, or other reptiles will be permitted.

Stray animals in the Park should not be fed. If Resident desires to have any stray animal or other pet stay in Resident's home overnight, such animal must be pre-approved by the Park and a pet agreement with the Park must be signed for such animal.

2. Pets shall not disturb the other Residents in any way. All pets outside the home must be on a short leash and attended at all times, except that no pets may be left outside after dark under any circumstances. All animal litter and/or waste must be immediately cleaned up. The Park is the sole judge of which pets may be or remain in the community. The Park reserves the right to withdrawal its prior approval of a Resident's pet if the Park reasonably believes that the pet has disturbed or will disturb another Resident's quiet enjoyment of the Park or for any other reasonable basis.

3. There will be no doghouses or dog runs constructed of any nature.

4. All pet food must be kept inside the home.

5. All pets must be supervised at all times when outside the home and may not be allowed outside the owner's lot or the adjoining sidewalk unless the pet is on a leash.

6. Any loose animals may be reported to the appropriate animal control authorities.

7. Section on "Fines and Violations of Park Rules" at end of these Rules applies to enforcement of this section on "PET POLICY."

RECREATIONAL FACILITIES AND OTHER AMENITIES, AND RELEASE:

Facilities, if applicable, such as the community building, tennis courts, basketball courts, etc., for recreational purposes are for the exclusive use of Residents and a maximum of two (2) guests. Guests must be accompanied by a Resident at all times. Any posted regulations for the proper use of all facilities must be observed by all Residents and guests. All amenities are maintained as a service to Residents and should be respected and used in a reasonable manner. The Residents' cooperation in keeping the amenities clean and serviceable is essential and appreciated. Residents and guests will be held responsible for damages and breakage. Any usage of amenities is a temporary, licensed usage, immediately terminable in the discretion of Park management.

RELEASE: By signing these Rules and Regulations, Resident hereby agrees that the Park, Park management, and their owners, employees, and assigns accept no responsibility for Resident's damage or loss of property, accident, or personal injury while using the recreational facilities, community building, storm shelters, playground area, equipment, or any other property owned by the Park, except when the Park is responsible for causing such damages, loss or personal injury. Resident agrees to hold the Park, Park management, and their owners, employees

and assigns harmless from any claim which arises out of Resident's liability relating to his or her use of the Park facilities or equipment.

STORM SHELTERS:

1. Storm shelter facilities for severe weather conditions, tornadoes, hurricanes, etc., are provided. During severe weather, Residents and all other non-Residents in the Park are responsible for taking their own safety precautions. Residents are to utilize the storm shelter facilities nearest to their mobile home.

2. By use of the storm shelter facility, Residents hereby acknowledge that the Park is not assuming any additional responsibility for their safety other than that already existing under the Rental Agreement and under Iowa law. Further, Residents acknowledge and understand that the act of providing a storm shelter facility is not to be construed as a guarantee by the Park that no harm will befall Residents as a result of natural disaster or other emergency situations. Residents expressly understand and agree that they are utilizing the storm shelter facility at their own risk.

3. The storm shelter facility will be locked at all times except when in use for emergency purposes. The Park will issue keys for the storm shelter facilities. Only one key will be issued for each mobile home. Upon the termination of any tenancy the key must be returned to the Park management. A charge will be made to replace a lost key.

4. Smoking of any kind is prohibited in the storm shelter facility. No pets are allowed inside the storm shelter facility unless they are registered with the Park and are contained in a travel cage. The owners of any pets brought into the storm shelter facility are strictly responsible for their conduct while they are inside the storm shelter facility. Residents utilizing the storm shelter facilities are responsible for turning off the lights and locking the doors to the storm shelter facility after the emergency condition has ceased.

5. Any usage of the storm shelter facilities for non-emergency purposes or otherwise in violation of the Rules and Regulations will be deemed a violation of the Rules and Regulations and may be grounds for eviction.

LANDLORD'S RIGHT OF ACCESS:

The Park and Park management shall have the right to enter a home owned by Resident if such access is necessary to prevent damage to the mobile home or the site, the mobile home community, or another mobile home or its site; if such access is in response to an emergency situation; and/or if Resident has abandoned the premises. Further, the Park and Park management shall have the right to enter onto the mobile home site for maintenance of utilities and to conduct periodic inspections. If Resident refuses to allow lawful access to the mobile home site, the Park may terminate the Rental Agreement and recover actual damages sustained.

DRUG-FREE HOUSING COMMUNITY STATEMENT AND PROHIBITION AGAINST CRIMINAL ACTIVITY:

1. Resident, any members of the Resident's household, or a guest or other person under Resident's control or present with Resident's permission, shall not engage in criminal activity, including drug-related criminal activity, on or near the Park. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

2. Resident, any member of Resident's household, or a guest or other person under Resident's control or present with Resident's permission, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Park.

3. Residents or members of Resident's household will not permit the home or site to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, a guest, or present with Resident's permission.

4. Resident, any members of Resident's household, or a guest or other person under Resident's control, or present with Resident's permission, shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms or other potentially lethal weapon, on or near the Park.

5. All Residents and members of Resident's household are required to report promptly to the Park anything that they observe in or around the Park that might suggest that criminal activity of any kind may be taking place or may have occurred. Such reports should include the date and time of the observations, what was observed, the names of persons involved (if known), and the names of any other witnesses (if known).

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL NON-COMPLIANCE WITH THE RENTAL AGREEMENT AND CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Drug-Free Housing Community Statement shall be deemed a serious violation and material non-compliance with these Rules and Regulations and the Rental Agreement. Unless otherwise provided by law, proof of violation **shall not require criminal conviction, but shall be by preponderance of the evidence.**

7. In case of conflict between the provisions of this Drug-Free Housing Community Statement and any other provisions of the Rental Agreement or these Rules and Regulations, the provisions of this statement shall govern.

8. This Drug-Free Housing Community Statement is incorporated into the application for tenancy and the Rental Agreement executed or renewed between the Park and each Resident.

ENFORCEMENT OF RULES, GROUNDS FOR EVICTION, AND CONTRACT FOR PURCHASE OF HOME:

1. Any violation of these Rules and Regulations may be grounds for eviction.

2. Any Resident may also be evicted if:

A. Resident fails to comply with a local ordinance, county ordinance, state law or government regulation relating to mobile homes within the time that the ordinance, law or regulation provides or, if no time is provided, within a reasonable time after Resident has received written notice of non-compliance;

B. Resident fails to pay rent within three (3) days after notice to cure, or fails to comply with any other terms and conditions of their Rental Agreement within fourteen (14) days after written notice of the non-compliance;

C. Resident has substantially annoyed or endangered other Park Residents, the Park, or Park management personnel, or has caused substantial damage to Park property; or

D. Resident is in default under any security agreement or installment sale financing the purchase of Resident's home, delinquent on utility bills, or delinquent on taxes owed for the home or a garage; or

E. Otherwise as provided by law.

3. CONTRACT FOR PURCHASE OF HOME: Resident hereby acknowledges and agrees that Resident's breach or violation under any agreement for the purchase of Resident's mobile home within the park (including but not limited to, an installment sales contract, a lump-sum contract or a balloon payment contract) shall be deemed a violation of these Rules and Regulations and of the Rental Agreement, and may be grounds for eviction. In the event of such breach or violation, the Park, and/or the seller under the agreement for the purchase of the home, may choose to pursue the remedies against Resident under these Rules and Regulations and/or the Rental Agreement, the remedies provided under the agreement for the purchase of the home, or all of these at once or in any order.

CHANGES IN THE RULES AND REGULATIONS:

1. These Rules and Regulations may be changed, amended, or added to by the Park upon thirty (30) days written notice to Residents.

2. FOR YOUR PROTECTION, ALL AGREEMENTS BETWEEN THE PARK OR PARK MANAGEMENT AND RESIDENT MUST BE IN WRITING. THE PARK MANAGER IS NOT AUTHORIZED TO, AND CANNOT, MAKE ENFORCEABLE ORAL AGREEMENTS WITH RESIDENTS, AND ANY SUCH PURPORTED AGREEMENT WILL BE DEEMED VOID.

NONCONFORMITY:

Any item or improvement in place and inconsistent with these Rules and Regulations, or any amendment(s) when they first become effective, shall be deemed nonconforming and, unless a safety hazard, may continue to be maintained until the home is sold. Park reserves the right to withdraw permission for continuation of any nonconformity.

FINES AND VIOLATIONS OF THE RULES AND REGULATIONS:

1. **Violations of these Rules and Regulations in the specifically noted sections will be enforced by a \$40.00 fine (unless another fine is specified herein) from the Park. Fines will be assessed in the Park's sole discretion and in accordance with applicable law. Residents are responsible for their guests' action and will be fined for such when applicable. A Resident can be fined each month for repeated or sustained violations of any Park rule.**

2. Fines shall be deemed to be additional rent due on the next date Resident's monthly rent is due or would have been due. Failure to pay fines shall be deemed a failure to pay rent, and late fees are applicable. Unpaid fines are deductible from a Resident's deposit upon termination of the tenancy and in accordance with applicable law.

3. Fines and remedies provided in this section do not affect or limit any other action or remedy available to the Park or Park management, including but not limited to, termination of tenancy (upon proper notice) and eviction.

4. Fines shall be deemed valid liquidated damages, and not a penalty, and are designed to restore and/or maintain the convenience, safety and/or welfare of all Residents; to preserve the Park's property from abuse; to maintain, restore, and/or promote the fair distribution of services and facilities held out for all Residents, which are promoted by observance of the Park rules; and to compensate the Park for their additional efforts toward convenient administration, monitoring, and enforcement of the Park Rules and Regulations, as well as to compensate for the real, but difficult to quantify, damages resulting from the diminution in the quality of the Park and its reputation, and the difficulty in locating and retaining Residents when the Park Rules and Regulations are not properly observed and enforced.

RESIDENT CERTIFICATE:

I/We acknowledge that prior to occupancy I/we have received a complete copy of and have read the Rental Agreement and Rules and Regulations and that I/we fully understand such documents. I/We find them to be reasonable, and agree to abide by all provisions thereof. I/We understand that any breach of the Rental Agreement or of the Rules and Regulations by myself, members of my family, my guests, or persons in the Park with my permission, may result in the Park's termination of my/our tenancy upon written notice. I/We agree that, as a result of such breach, should the matter be referred to any attorney for legal action, then I/We shall be liable for all costs incurred by the Park, including attorney's fees if permitted by law.

RESIDENT(S):

_____	_____	_____
Print	Signature	Date
_____	_____	_____
Print	Signature	Date
_____	_____	_____
Print	Signature	Date

WEST PARK, MANUFACTURED HOUSING COMMUNITY

By: Manager and authorized agent Date