



## **EAGLE RIDGE COMMUNITY GUIDELINES EFFECTIVE FEBRUARY 1, 2017**

Welcome to Eagle Ridge Community! (hereinafter the “Community”, “Community Management” or “Park”). Eagle Ridge Community is intended to be the “PREMIERE” manufactured housing development in the Midwest.

The Community and its Management (hereinafter “Management”) are governed by a variety of federal, state, and local laws and ordinances to operate as a Manufactured Housing Land-leased Community. We seek to enforce certain guidelines and operating procedures to safeguard homes, residents, and the Community as a whole. Other guidelines are for the comfort and convenience of Residents. Compliance with these Guidelines, which are to be deemed Rules and Regulations under applicable law, will help make the Community an enhanced living environment and a Community in which you and your neighbors will be proud to live.

For purposes of these Guidelines and all other communications between the Community 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 Community. For purposes of these Guidelines, the words “Manufactured Housing Community”, “Eagle Ridge Community”, the “Park”, or the “Community” all mean the entire property including streets, individual home sites, and common areas.

Eagle Ridge Community is owned by Brenton Communities Fund XI, Eagle Ridge, Cedar Rapids Iowa, LLC.

All Residents must abide by the Guidelines, be courteous, reasonable and practical to make living in this Community pleasant. You will find Community Management to be cooperative and do everything possible to make Eagle Ridge the # 1 “Premier” Community in the State of Iowa!

# EAGLE RIDGE COMMUNITY GUIDELINES

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**EAGLE RIDGE COMMUNITY GUIDELINES  
EFFECTIVE JANUARY 1, 2015**

**BASIC RENTAL AGREEMENT**

1. All adult applicants for residency must fill out a written Application for tenancy and pay a non-refundable Application Fee to the Community.
2. **Prior to occupancy**, all Residents are required to enter into a signed Rental Agreement, complete the Registration Form, Disclosure Statement and Acknowledgement, these Guidelines, Pet Registration (if applicable) and any other agreements that the Community management may require. All other adult occupants must be listed on the Registration Form, sign the Guest Application and be approved by Community Management, and sign a copy of the Eagle Ridge Community Guidelines.
3. The Rental Agreement is automatically renewed month to month as provided in the Rental Agreement.
4. All property taxes must be current before entering the Community and before departing from the Community.
5. Owner or Management may go onto the property as provided by law to inspect the home site or the manufactured home exterior, make necessary repairs, improvements or yard maintenance, supply necessary services or to communicate with the Resident. If the Resident refuses to allow lawful access to the manufactured home or home site, Management may terminate the Rental Agreement.
6. Management may terminate a Resident's tenancy for violation of Eagle Ridge Rental Agreement or Guidelines, or failure to comply with the provisions of the Manufactured Home Communities or Mobile Home Park Residential Landlord and Tenant Act.
7. Resident will provide Management with a copy of the title to the manufactured home reflecting the Resident's name as owner no later than thirty (30) days after signing the Rental Agreement.
8. Any suggestions that may better the Eagle Ridge Community environment should be made in writing to Management.
9. The Community, prior to acceptance of an Application for tenancy, must approve all homes, new and used, for placement on any home site, and their juxtaposition on the home site.
10. Manufactured 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 Guidelines.

**SECURITY DEPOSIT**

1. A Security Deposit is paid after the Resident has been approved for Residency, upon registration. The security deposit will be held, applied and/or refunded in accordance with applicable law. Any interest earned on the security deposit account belongs to Eagle Ridge Community.
2. Resident shall pay a security deposit in an amount of at least one month's lot rent, but not to exceed two (2) month's lot rent.
3. Upon termination of a Rental Agreement, the Resident shall provide Management with a forwarding address or instructions as to how the Resident can be reached. Within thirty (30) days of such termination and delivery of address or instructions, Management will return the Resident's security deposit or a written statement of reasons for withholding said security deposit or any portion thereof. If no mailing address or instructions are provided to Management within one year of the termination of tenancy, the security deposit shall become the property of Eagle Ridge Community.

## RENT

1. **Rent is due and payable on the FIRST DAY of the month in advance.** Rent is not considered paid until paid in full. If rent is not received by the Community by midnight on the 5<sup>th</sup> day of the month, there will be a Forty (\$40.00) Dollar additional charge assessed for late payment.
2. Checks are to be made payable to Eagle Ridge Community and delivered to or mailed to: Eagle Ridge Community, 1285 Red Fox Way, Marion, Iowa, 52302. There is also a convenient drive-thru with a drop box on the west side of the office building for after hours, weekends, and holidays. Rent shall be deemed paid when received by Eagle Ridge Community, not when mailed.
3. Payment will be accepted in the form of personal check, money order, cashier's check or direct withdrawal from your bank account. **NO CASH** or two party checks will be accepted. No partial payments will be accepted.
4. A returned check is considered delinquent rent. Full restitution (Rent, Late Fees, NSF Charges, Administrative Fees, etc.) must be made within three (3) days of notification. Returned checks will be considered as late payments and applicable late fees will be assessed plus a Non-Sufficient Funds (NSF) returned check charge of Thirty Dollars (\$30.00). A returned check will result in payments being made by money order or cashier's check for a minimum of six months following the date of the NSF. Any other attempted form of payment will not be accepted by the Community and Resident will be deemed to have committed a material non-compliance with these Guidelines and the Rental Agreement.
5. Charges assessed for repairs, maintenance, home supplies and/or administrative fees will be considered as "additional rent" and will be due on the first (1<sup>st</sup>) day of the month following said repairs, maintenance, home supplies and/or administrative fees. Rent will not be accepted until all additional charges are paid in full or other arrangements are made with Management in writing.
6. Resident acknowledges that Eagle Ridge Community may pay the property taxes on Resident's home, Garage, Shed, Canopy and/or Deck in order to avoid a Tax Sale. Upon written notice from Management, Resident shall reimburse Eagle Ridge Community for said property taxes. This will be considered "additional rent" and will therefore be due on the first (1<sup>st</sup>) day of the month following said notice by Eagle Ridge Community.
7. Resident agrees that, subject to the Rental Agreement, Management shall have the right to increase the rent upon sixty (60) days written notice to the Resident.

## SALE OR REMOVAL OF HOME

1. Resident may resell his or her home on its home site through the community office or other sales firm, or by owner.
2. Prior to selling or removing home, a current and updated sixty (60) day written notice is required to avoid automatic renewal of the Rental Agreement. Sixty (60) Day Notice forms are available in the Eagle Ridge Community Office and must be filled out to verify Resident's intentions. Resident will be responsible for lot rent until the expiration of the sixty (60) days or the removal of the home, whichever is later.
3. Management reserves the right, at its sole discretion, to determine whether a manufactured home may remain in the Community or if the home must be removed from the Community.
4. Residents may resell their home on the home site, so long as permission has been granted by Management and the home meets Community standards. **At least ten (10) days prior to closing on the sale of a home, Resident must provide Eagle Ridge Management with a copy of the Bill of Sale or Installment Contract.**
5. Each Resident's home, garage, shed, deck, steps, etc. must be neat in overall appearance, have no broken, rotted, discolored or non-uniform siding, must be properly painted and in light or neutral colors; must have 6" or 8" vinyl siding, must have pitched asphalt, shingled roof, and must have all the windows properly hung in place, in good repair with no broken seals and no broken glass, with operating screens and operating interior shades/curtains in good repair.
6. Residents re-selling their homes on the home site must have the exterior of the manufactured home, garage/shed, all other structures and home site inspected by Management for upgrading requirements, and pay the applicable "For Sale" Inspection Fee, **prior to selling**. Management will inspect the exterior of the manufactured home, garage/shed, all other properties and home site to determine the necessary upgrading requirements for the resale of the home on the home site, and will provide Resident with a copy of the "For Sale Inspection Report" listing said upgrade requirements. Management will do a visual observation of all items on the For-Sale Inspection Report and Management assumes no liability for the condition of the home, garage, shed, etc.
7. All repairs listed on the For-Sale Inspection Report shall be completed by the selling Resident **prior** to the completion of the sale of the manufactured home, unless approved by Management in writing. All upgrades must meet Management approval.
8. **If the Resident does not timely comply with the list of repairs necessary to bring the Resident's manufactured home (including any garage, storage shed, and other structures) in compliance with the Guidelines, the sale will not be approved, it will be deemed to be a material non-compliance with these**

**Guidelines 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.**

9. Management reserves the right to require the seller/buyer to remove the home from the Community if the home does not meet Community standards, as specified on the Eagle Ridge "For Sale Inspection Report."
10. If the home is to remain in Eagle Ridge Community, all potential adult Residents/Occupants/Guests of said home shall provide Management with all information requested on the Standard Application Form and Guest Application Form, and must be approved by Management **prior** to completion of the purchase of any home and **prior** to occupancy.
11. **NO SIGNS** of any kind (i.e. for sale, political, etc.) shall be permitted or posted on the premises, or in the Resident's manufactured home or on the home site. (Exception: If Resident is selling their home, Resident may place an "Open House" sign in the front yard during the actual hours of said open house and must be removed immediately at the end of the open house). "For Sale" signs for a motor vehicle are permitted in the vehicle window.
12. Swing sets and playground equipment 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 and/or playground equipment to remain on the home site and the swing set and/or playground equipment is operable, with no excessive rust, and is otherwise in a good condition.
13. Prior to Resident moving or transporting his/her home out of the Eagle Ridge Community, Resident must give Eagle Ridge Management written notice at least sixty (60) days 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. Eagle Ridge Community reserves the right to charge any mover a security deposit. All movers must be duly licensed.
14. Eagle Ridge provides one shade tree and one evergreen bush per home site, except where garages exist. Any additional landscaping is the property of the home owner and must be removed upon removing the home from the Community, unless other arrangements are made with Management. Any areas where landscaping is removed must be graded and seeded. Eagle Ridge may add landscaping at its sole discretion.
15. When a home is removed from the Eagle Ridge Community, all clean up must be completed within 48 hours. Clean up shall include, but not be limited to, removal of shed, skirting, timbers, bricks, tires, landscaping, and any other debris and shall be completely removed from the home site, unless agreed upon with Management in writing.
16. After Resident moves out, any personal property left after 48 hours shall be deemed abandoned and become the property of Eagle Ridge Community.
17. If Resident fails to clean up said home site within 48 hours, Management reserves the right to come in and restore the home site to its original condition and Management shall charge Resident an additional clean up fee. Amount to be determined by Management, and Management may deduct said amount from Resident's Security Deposit. The Resident must have the home site in substantially the same or better condition than existed upon possession.
18. 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.

**CHANGE OF INFORMATION/EMERGENCY/PROCESS SERVICE**

1. Residents must provide the Community with his or her telephone number, even if unlisted, and email address if there is one. The Community will not share this information with anyone other than its agents or affiliates and only for business purposes associated with the tenancy or Community management.
2. Residents shall notify Management (in writing) of any change in the data contained in the Standard Application/Registration Form within ten (10) days of any change of information, (i.e. phone number, email address, vehicle license, new vehicle, Guests, pets, place of employment, etc.).
3. In case of emergency, Eagle Ridge will first attempt to contact the Resident directly. However, should Eagle Ridge be unsuccessful in contacting the Resident, Eagle Ridge will then attempt to contact their Emergency Contacts provided.
4. If it ever becomes necessary to give notice to or for service of process upon Resident, in addition to all other lawful forms and methods of service, Resident hereby authorizes notice and/or service of process upon any person identified in Resident's Registration Form to be contacted in case of emergency, and Resident hereby agrees that such service shall be deemed good and sufficient for all purposes as if Resident has been given notice or been served personally.

**TERMINATION OF RESIDENCY**

1. Management may terminate a Resident's **tenancy** for violation of Eagle Ridge Rental Agreement, Guidelines or failure to comply with the provisions of the Iowa Manufactured Home Residential Landlord and Tenant Act.
2. Resident/Management may terminate a tenancy upon giving Sixty (60) Days Written Notice without cause being stated.

3. Destruction of personal property, personal assault, or the threat of personal assault, or any other criminal action will be adequate grounds for termination of the tenancy.
4. If a Resident abandons a manufactured home on a home site in the Community, Management will make a reasonable effort to notify the legal owner/lien holder of the abandonment in a reasonable time and to inform such person(s) of the liability for costs incurred for the home site for said home, including rent and any fees owing. The legal home owner and lien holder are jointly and severally responsible for payment of such costs. The home may not be moved from the home site without consent from Management. All money due and owing must be paid in full, or a written agreement must be reached with the legal owner/lien holder and Management.

**EAGLE RIDGE COMMUNITY OFFICE AND AMENITIES**

1. The Community office is open Monday through Friday 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., and Saturday mornings from 9:00 a.m. to 12:00 noon (except holidays) for your convenience to assist you with your Community-related needs. The Community office hours may change from time-to-time.
2. Residents shall not go to the Community On-site Manager’s private residence other than for emergencies.
3. For emergencies such as: fire, police, or ambulance, please call 911 first, then call Management, as soon as practicable, at the number listed below.

<b>FIRE</b>	<b>911</b>	<b>COMMUNITY OFFICE</b>	<b>377-1400</b>
<b>POLICE</b>	<b>911</b>	<b>MANAGER</b>	<b>377-1400</b>
<b>AMBULANCE</b>	<b>911</b>	<b>ASSISTANT MANAGER</b>	<b>377-1400</b>

4. **Eagle Ridge Community Amenities include:** Community Center, playground, basketball court, R.V. area, and 3 storm shelters. The playground and basketball court are open from 8:00 a.m. until 9:00 p.m. The Community Center is open 7:30 a.m. until 11:00 p.m. daily with prior reservation. Please call the Office to inquire about specific dates of availability, Guidelines, charges for use, and security deposits.
  - 4a. Posted regulations for the proper use of all facilities will be observed. Equipment and facilities used by the Resident's and Guest's will be at their own risk and agree to hold Eagle Ridge Community and their assigns harmless from any claims that may arise out of their conduct or activity. Users will also be held responsible for all damages or breakage.
  - 4b. All other amenities are maintained as a service to the Residents and Guests and should be respected and cared for. Your cooperation in keeping them clean and serviceable is essential and appreciated.
5. Any usage of amenities is a temporary, licensed usage, immediately terminable in the discretion of Community Management.
6. Residents are responsible for reading and understanding the content of all notices and other Community communications posted at the Eagle Ridge Office.
7. Residents may participate in the Community Wide “Garages Sales,” but shall not hold any private garage sales and/or estate sales at any other time.
8. Residents and their Guests/Visitors shall obey the 15 mph speed limit and all other traffic and parking signs in the Eagle Ridge Community.
9. Residents are responsible for the actions and activities of their children and their Guests/Visitors.

**VISITORS/GUESTS**

1. All Guests visiting more than two days/nights per week must register at the office and be approved by Eagle Ridge Management. Eagle Ridge Community Management shall make a photocopy of all Guest's/Visitor's current driver's license or government issued photo ID. All adult occupants must be approved by the Community and shall be required to read and sign a copy of the Guidelines.
2. Management reserves the right to deny admittance into the Community and therefore, the home site, to any Visitor and/or Guest that Management believes will be disorderly or fail to abide by these Guidelines. Management reserves the right to deny admittance to any Guest and/or Visitor that has been convicted of a felony or aggravated misdemeanor, including, but not limited to, assault/personal injury, prostitution, criminal mischief/vandalism/property damage, arson or trespass, drug use, drug selling, drug manufacturing, child molestation, child endangerment, child neglect/abuse, domestic violence, breaking and entering, theft/burglary/stolen property, identity theft, illegal use of firearms/guns, stalking/kidnapping/rape/sexual abuse, and 3<sup>rd</sup> offense OWI. If the Resident disagrees with management's decision to deny admittance to any person, the Resident's sole remedy is to give proper notice for termination of tenancy.

3. Management reserves the right, in its sole discretion and business judgment, to revoke the registration of any Guest upon giving 48 hours written notice to that individual. Upon such revocation, the Guest shall immediately remove himself/herself (prior to the expiration of the 48 hour period), from the Community and Management shall have the right to deny that individual admittance to the Community thereafter.
4. Residents are responsible for their Guest's/Visitor's actions and activities. Upon inquiry by management, visitors and guests are required to give their true names and address. Residents and their guests/visitors are required to cooperate fully with law enforcement authorities.
5. Failure to register the Guests will be a violation of the Rental Agreement and may result in eviction.
6. ANY CHILDREN WHO RESIDE IN THE HOME MUST REGISTER AS A GUEST UPON TURNING 18 YEARS OF AGE.

### **OCCUPANCY**

1. All permanent Occupants must be registered at the Eagle Ridge Community Office and be pre-approved by Management. The maximum number of permanent Occupants permitted in a manufactured home may not exceed the numbers designated by State and Local Laws, and shall not exceed two individuals per bedroom.
2. 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 a manufactured home.
3. There is NO subleasing or rentals of any type allowed in the Community. At least one owner (title holder) must personally occupy, live in and maintain their home and yard.
4. Resident will provide Management with a copy of the Title to the manufactured home reflecting the Resident's name as owner no later than thirty (30) days after signing the Rental Agreement.

### **USE**

1. All manufactured homes are to be used as personal residences only.
2. No commercial or unlawful use of the home, the home site, or the Community premises is permitted, except as provided for in # 5 below.
3. Residents and their Guests/Visitors, shall not undertake any illegal activity, including, but not limited to, the use, transfer, possession or creation of illegal drugs, in or about the Community and shall not allow any such activity in or about the Resident's home or home site.
4. Any suspicious actions concerning illegal activities are to be reported to Management immediately.
5. In-home businesses, (i.e. child care, computer repair, etc.) shall be pre-approved and registered with Management. In-home day care, pursuant to a separately signed In-Home Day Care Agreement, shall not exceed six (6) children at any given time, the names and ages of whom will be registered with Community management. If, on the effective date of these Guidelines, a Resident is operating a child care business with a greater than permissible number of children, children who cease to be enrolled will not be replaced by another child until the number is eventually reduced to a maximum of six (6).
6. Management reserves the right in its sole discretion, to deny approval of any in-home business that Management believes will disrupt, disturb others, cause excessive noise, cause parking problems, or excessive use of utilities.
7. Residents will not use their home site for any purpose deemed hazardous by insurance companies or that is illegal.
8. Residents are responsible for their Guest's/Visitor's actions and activities.

### **NOISE**

1. **QUIET** will be maintained from 10:00 pm to 6:00 am.
2. No loud parties, talking, radios, stereos, televisions, automobiles, motorcycles, vehicles with loud mufflers, public intoxication, excessive noise or disturbances by Residents or their Guests/Visitor's will be tolerated from inside or outside of the home at any time. Residents shall respect the fact that their neighbors may work different shifts and may be sleeping different hours than they are.
3. At no time shall a Resident be permitted to create, sustain, or encourage any unnecessary type of noise or noisy activity, unruly, or abusive conduct which may disturb, harass, annoy, bother, agitate, or be a nuisance to any other Resident anywhere in the Community.
4. Residents are responsible for their Guest's/Visitor's actions and activities. In the event of damages caused by a Resident's Guest or Visitor, that Resident will be jointly and severally responsible for any payment of any and all related costs.

5. No person in the Community shall be under the undue or inappropriate influence of drugs or alcoholic beverages outside the home. Such behavior shall be deemed to be a substantial annoyance to other Residents and a violation of the Guidelines.

## PETS

1. **All pets must be pre-approved prior to allowance in the Community. Management reserves the right to be the sole judge of which pets may reside or continue to reside in Eagle Ridge.**
2. Residents must complete a Pet Registration Form, get written consent by Management and agree to all guidelines on Pet Registration Form **prior** to allowance of a pet. Resident shall contact Management for determination of acceptable breeds of dogs **prior** to allowance of a pet. Certain breeds of dogs are not allowed.
3. Dogs shall not exceed eighteen (18) inches in height at the shoulder nor exceed twenty-five (25) pounds in weight at full growth.
4. Resident shall remove the dog from the Community should it exceed eighteen (18) inches in height and/or twenty-five (25) pounds in weight.
5. No more than two (2) dogs and one (1) cat OR three (3) cats are permitted per household, not to exceed a combined total of three (3) pets per home. Three (3) dogs are **not** allowed.
6. Pets are to be taken out on a hand leash, attended to at all times and confined to the owner's yard for toilet habits. Pets are not to run loose in the Community nor allowed in neighbor's yard.
7. **Pets are not to be tied outside the home unless you are outside with the pet.**
8. Resident shall pick up all pet droppings every time the pet is taken out. Pet droppings shall not be allowed to accumulate.
9. Pet houses, pet runs, and pet kennels are strictly prohibited.
10. All pet food must be kept inside the home.
11. Pet sitting must be pre-approved by Management and the pet must conform to Community Guidelines.
12. Visitor's and Guest's pets must be pre-approved by Management and must conform to Community Guidelines.
13. No rats, mice, other rodents, iguanas or other reptiles, snakes or "exotic" (as defined by City Ordinance) animals shall be permitted in the Community.
14. "Service Animals" will be permitted with verification of need by Resident's physician and proof of the animal's status. Arrangements must be made with Management **prior** to bringing the animal into the Community. Service Animals must adhere to Eagle Ridge Pet Registration Form.
15. Residents are not to feed any stray animals in the Community. Any loose animals should be reported to appropriate authorities.

## SET-UPS

1. All homes must be approved by Management **prior** to admittance to the Community.
2. Only material specifically designed as such may be used to skirt a home, deck or steps. Management reserves the right to approve or deny any materials used. Skirting must be kept in good repair and clean at all times.
3. Manufactured homes must be skirted no more than five (5) days after delivery on home site.
4. Installation of skirting shall be done by a reputable company and shall be done in accordance with the following requirements:
  - 4a. No metal skirting or soffit material may be used.
  - 4b. All skirting materials and colors must be approved by Management **prior** to installation.
  - 4c. All skirting installations require the top expansion cap be at least four and one half (4 ½) inches in height and made of vinyl, unless some equivalent is approved at the sole discretion of Management.
  - 4d. The lower channel must be vinyl, unless some equivalent is approved at the sole discretion of Management, and be a minimum of one and one quarter (1 ¼) inches in height.
  - 4e. The lower channel shall be attached to 2" x 4" factory treated material flat and staked to the ground with at least 16" spikes to accommodate lower channel or treated landscape timbers.
  - 4f. Skirting that is 38" or more in height must be reinforced on the backside.
  - 4g. Residents that are replacing entire skirting and new homes installed must have treated wood or lumber at the base of the skirting.
5. All homes shall be tied down as set forth by the manufactured housing industry, or as required by local or state regulations.
  - 5a. Residents are **solely** responsible for proper tie down of their homes in accordance with applicable law.
  - 5b. Neither the Eagle Ridge Community nor Management assumes any duty or obligation to inspect tie



downs or to assure that tie downs are either adequate or accomplished in accordance with applicable law.

- 5c. Eagle Ridge Community does not assume any liability and Resident shall have the sole responsibility for providing Management with a certification stating Resident's manufactured home has been properly tied down as per City and State Codes and manufacturer's specifications.
- 5d. Seasonal adjustments to tie-downs, as necessary and prudent, are the sole responsibility of the Resident.
6. Each Resident will be held responsible for his/her own individual sewer, water and gas hookups, checking them periodically for leaks or freeze ups.
7. Each manufactured home shall have an outside water faucet.
8. All manufactured homes in Eagle Ridge Community shall have vinyl siding and shingled roofs.
9. All manufactured homes shall have a screen/storm door on both front and back doors.

### **DECKS, STEPS AND SHEDS/GARAGES**

1. All homes, coming into the Community, shall have wooden or concrete steps and a wooden storage shed or garage.
2. Residents may not have both a shed and a garage. Only one storage shed will be allowed on each home site.
3. Plans for decks, steps, sheds, and garage construction must be submitted and approved in writing by Management before submitting them to a local authority for a building permit.
4. A City of Marion Building Permit is required prior to beginning construction or installation of a shed, deck, steps, or garage.
5. Decks/steps shall meet all State and Local codes as to materials, foundation, deck load, and railing requirements.
6. Decks are only allowed on the entry side of the manufactured home and shall not be erected on the non-entry side of the home unless approved in writing by Management. Steps must be used in conjunction with a deck.
  - 6a. Decks must be a minimum 6' x 8' with railing.
  - 6b. Deck sides must be covered with maintenance free lattice or skirting material to match the manufactured home skirting/materials consistent with the construction used to build the deck. Handrails must be installed on all exposed sides.
  - 6c. All wooden decks must be painted (neutral color) or treated with a visible, colored, (within 90 days of installation) water sealant or stain (neutral color), to maintain an attractive appearance and must be reasonably maintained.
  - 6d. Resident shall complete a "Deck Permit" with the Eagle Ridge Office prior to construction.
7. Steps are required within seven (7) days from the time the home is moved onto the home site.
  - 7a. Steps must be either concrete or treated wood, have handrails, and meet all State and Local Building Codes.
  - 7b. All wooden steps must be either painted (neutral color) or treated (within 90 days of installation) with a visible, colored water sealant or stain to maintain an attractive appearance, and must be reasonably maintained.
  - 7c. The opening underneath concrete steps must face the side of the home. If opening is visible, it must be covered with groundcover, mulch, rock, or other landscaping materials, but not weeds and shall be consistent with the decor of the steps, or the manufactured home.
  - 7d. Storage of items is **not** permitted underneath the steps.
  - 7e. Resident shall complete a "Step Permit" with the Eagle Ridge Office prior to construction.
8. Handicap ramps must meet all State and Local Codes and be pre-approved by Management.
9. A wooden shed is required for each home site (unless Resident is building a Garage) and must be completed within 7 days of permit issue and within 30 days of the commencement of tenancy. This deadline may be extended by written consent from Community Management based upon good cause.
  - 9a. Shed is to be no smaller than 8' x 10', nor larger than 10' x 12' and no higher than 10' at the peak.
  - 9b. Shed must be on treated 4x4 runners and must include flooring, unless built on concrete slab.
  - 9c. Texture T1-11, 5/8", grooved, wood is the only type of wood approved for sides. Trim boards are required around entire exterior.
  - 9d. Shed may be vinyl sided to compliment the exterior of the manufactured home. 7/16" or 1/2" plywood must be used for underlayment.
  - 9e. Shed must have house-type, asphalt shingles on the roof.
  - 9f. If shed is closer than 6 feet to the home, a one (1) hour firewall will be required in accordance with State

and Local Codes.

9g. All wooden sheds must be painted (neutral color) or treated (within 30 days of installation) with a **colored** water sealant or stain to maintain an attractive appearance and must be maintained.

9h. Resident shall complete a "Shed Permit" with the Eagle Ridge Office prior to construction. **The Community management must pre-approve in writing all storage sheds, including the type and location, prior to being placed upon the home site.** Generally, the Community will only approve the installation of wooden sheds. Particle board, chip board or Rubbermaid type sheds are not allowed.

9i. 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 Community management of the material non-compliance of these Guidelines, may be subject to removal.

10. Any deviation from these specifications will be cause for removal of deck, steps or shed.

11. **All exterior colors shall be pre-approved by Management. Management reserves the right to request a change of color used on the Resident's personal property.**

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

13. At the end of tenancy, Eagle Ridge Management may withhold the portion of the Resident's security deposit necessary to cover the expense of repair or removal of any non-conforming shed, deck or steps.

14. **When not in actual use, all personal property of the Resident will be stored. All storage, of any kind, must be in a Community-approved storage shed or garage, or in the home,** including but not limited to, storage of lawn mowers, snow shovels, snow blowers, bicycles, toys, garden hoses, tools, and recreational/miscellaneous 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. Shed doors and garage doors shall be kept closed when not in actual use.

## GARAGES

1. Resident shall own the on-site garage and said garage shall be built at the expense of Resident only. Said garage shall be free and clear of any liens (excluding any mortgage/security interest also covering the home). Lien Waivers must be provided upon completion of garage. Garage size and juxtaposition on the home site shall be at the discretion of Community management.

2. All existing landscaping, sod and concrete shall be the responsibility of Resident, if said landscaping, sod and concrete is disturbed by Resident building said garage. If Resident desires to remove the garage from the home site, Resident shall (at Resident's expense) restore the home site to its original condition, including but not limited to, all landscaping, sod, and concrete. All concrete connected with the garage shall be removed by Resident, and new sod shall be laid at Resident's expense. All concrete removal shall be approved by Community management prior to removal.

3. Any additional concrete needed for the building of said garage shall be at the expense of Resident. All concrete poured must be per Management's written approval.

4. Resident shall be responsible for costs associated with any tree removal in order to construct a garage on-site.

5. All garages must be built to Eagle Ridge Community's specifications and must be approved by Management in writing **prior** to construction of said garage. Garages shall be placed no less than 35 feet from the street. Resident shall provide Management with a list of materials and a site plan. Placement and installation specifications of the garage must be pre-approved by the Community management. The color of the garage and roof shall conform with the Resident's manufactured home. A Building Permit from the City of Marion must be obtained prior to commencement of construction.

6. The Contractor building the garage must be approved by Management and provide Proof of Insurance. Management may require assurance of completion in the form of a bond or otherwise. All on-site garages must be completed within thirty (30) days of the start of construction (weather permitting) unless a written extension has been given by Management.

7. Garages shall be built with a twelve-inch (12") overhang and the siding and roof shall conform with the home on that home site. Asphalt shingles are required. All garages shall be located beyond existing water and sewer lines. Any change in location must be approved by Management. All garages that are built less than six (6') feet to any manufactured home must have a one (1) hour fire wall approved by Management and the local fire department. Garages shall be fitted with gutters & down spouts to enable water to drain on concrete drive out to the street. (100% running towards street)

8. Any improvements, including but not limited to the construction of said garage by the Resident, may be subject to

an additional yearly fee which shall be deemed "additional rent" based upon any additional real estate taxes imposed by any taxing authority by reason of such improvement. Resident shall reimburse Eagle Ridge Community if the Assessor does not bill Resident directly, payable on or before the next rent due date following notice.

9. Sale of Home and Garage: Resident's home may be moved off the home site by complying with the sales provisions outlined in the Guidelines and Rental Agreement. Resident may resell their garage on the site within the Community so long as the garage meets Community specifications. If the garage does meet the Community specification, the garage may remain on-site and sold to a new Resident. If the garage does not meet the Community specifications, it must be brought into conformance by the Resident (garage owner), approved in writing by Management, or removed from the Community. Residents selling their home and/ or garage on the home site, must have their home and garage inspected by Management for upgrading requirements and pay the appropriate Inspection Fee prior to selling. If Resident removes the home from Eagle Ridge Community and the garage is in acceptable condition and it is intended that it remain on-site, Resident agrees to assign title to the garage to Eagle Ridge Community by Bill of Sale and Resident will not be required to otherwise restore the home site because of the garage.

10. If a Resident elects to remove the garage, Resident shall (at Resident's expense), restore the home site to its original condition, including but not limited to, all landscaping, sod and concrete. All concrete connected with the garage shall be removed by Resident and new sod shall be laid at Resident's expense. All concrete removal shall be approved by Management in writing **prior to removal.**

11. Resident must have a garage or a shed, but NOT both.

12. All garages must be kept clean, in good condition and be upgraded at Management's request.

13. If a Resident abandons a garage on a home site in the Community, Eagle Ridge Community will make a reasonable effort to notify the legal owner of the garage in a reasonable time and inform such person(s) of the liability for any costs incurred for the garage. The garage may not be moved from the home site without written consent from Management showing clearance for removal, showing all monies due and owing to be paid in full or an agreement reached with the legal owner and Eagle Ridge Community. If a Resident abandons a garage on a home site, the garage shall become the property of Eagle Ridge Community.

14. Air conditioners are permitted in garages. They must be located between Resident's home and garage or on back side of garage.

15. Garage doors shall be kept closed when not in actual use.

16. All garages must be vinyl sided with a shingled roof and shall be of same color as the home.

## OPTIONAL IMPROVEMENTS

**Residents will be held responsible for any damages caused to other person's property due to negligence on their part.**

1. Residents may, with the consent of Management, make improvements to their premises. All on-site garages or sheds must be completed within 30 days of Resident's move in date (weather permitting) unless a written extension has been given by Management. Decks must be approved by Management in writing prior to placing within the Community.

2. Any proposed improvements, including any concrete work to home site or exterior of manufactured home or garage, must be pre-approved by Management in writing **prior** to starting said improvements. Upon termination of the Rental Agreement, the Resident must leave the home site in substantially the same, or better condition than existed upon possession.

3. Any improvement that does not meet the requirements, in any way, of these Guidelines or the approved plans when completed, must be redone or removed at Resident's cost.

4. Homes, awnings, carports and patio covers may be fitted with gutters and downspouts, but must have downspouts on street side and exit towards the street. Management reserves the right to request changes to existing gutters and downspouts.

5. Any awnings, carports, entry rooms, screened-in porches, and all additions must be approved in writing by Management **prior** to installation. Screened-in porches must be on **rear** side of home only. Materials must be maintenance free and screens must be kept in good condition at all times. No plastic coverings allowed over screens. If Resident fails to maintain enclosed porch at any time, Management reserves the right to request Resident to remove screens and/or replace with windows. Any enclosed additions on the front or side of homes must be enclosed with windows and a door. A Building Permit from the City of Marion must be obtained prior to commencement of construction.

6. **AIR CONDITIONERS:** Window air conditioners are permitted in the manufactured homes; however, such units may not be installed in the front "street" side of the home, and must be braced with metal angle braces to the home, or chain

braces. Wooden braces or bracing to the ground are not permitted. All air conditioners must be installed with Management approval. 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 approved in writing by Management and in accordance with State and Local building codes.

7. **FIREPLACES AND FIREWOOD:** All fireplaces and chimney stacks installed must be in compliance with all State and Local building codes, and be pre-approved by Management. A local building permit must be acquired by the Resident before the installation begins. Firewood must be stored in the storage shed or garage to deter rodents, fire hazards or unsightly appearance. Residents not complying with Management's recommendations must remove all firewood from the home site.

8. **FIREPITS:** Outdoor fire pits, chimeneas, etc. must be pre-approved by Eagle Ridge Management and meet Marion City Code. Residents not complying with Management's recommendations must remove fire pits, fireplaces, chimeneas, chimney stacks and firewood from the home site.

9. **FENCES:** Fences, posts, or landscape dividers of any kind must be pre-approved by Management. No chain link fences allowed.

10. **CLOTHES LINES:** No laundry may be hung outside of the manufactured home except on an umbrella-type or retractable clothes line to be located at the rear of the home site. **Clothes lines must be collapsed, or retracted when not in use.** Resident must have Management approval for location of clothes lines.

11. **PATIO FURNITURE:** Only yard type (patio) furniture and grills will be allowed outside of the home. The furniture must be neat in appearance, matching, and kept in good condition with no rust. No house recliners, couches, etc. are allowed outdoors.

12. **GRILLS:** Grills must be kept clean and in good, safe working order. All other items of personal property must be stored as required by Page 10, Paragraph 14 above.

13. **BASKETBALL HOOPS/FLAG POLES:** Basketball hoops, and/or poles, trampolines are not permitted. Flag poles are allowed with prior written approval from Management and shall not exceed 20 feet in height. Pre-school style basketball hoops shall be permitted; however, they must be stored in the shed or garage when not in use. No playing ball between homes or on empty lots.

14. **SWING SETS:** Swing sets and playground equipment must be pre-approved by Management and be kept in good condition. Swings attached to trees are not permitted.

15. **SWIMMING POOLS:** **No swimming pools are allowed with the exception of a "kiddie pool".** A "kiddie pool" is defined as a very small, plastic wading pool no greater than 20 inches in height, 72 inches round and no more than 8 inches of water. All "kiddie pools" must be placed on concrete driveway, **emptied out daily** and stored away when not in actual use. Residents are responsible for the safety, security and maintenance of their "kiddie pool". Management reserves the right to request Resident to remove "kiddie pool" at any time Management deems necessary.

15(a). **HOT TUBS/JACUZZIS:** **No Hot Tubs/Jacuzzis** of any type are allowed.

16. **YARD AND PATIO LIGHTS:** Management reserves the right to request Resident to change the type, location, and wattage of all yard and patio lights.

17. **ADDITIONAL RENT:** All bills sent to Resident by Management are considered "additional rent" and are due and payable on the first day of the following month, unless prior arrangements have been made. Unpaid bills beyond thirty (30) days will be reason to terminate the Rental Agreement and tenancy.

18. Any improvements being installed by the Resident may be subject to additional real estate taxes imposed by any taxing authority. Resident shall reimburse Eagle Ridge Community if Eagle Ridge Community is billed directly. Charges will be considered "additional rent" and said charges are due on the first day of the following month.

19. **CONTRACTORS:** All contractors doing work in the Community must be pre-approved by Management and must show proof of liability insurance.

20. Any improvements required by the Rental Agreement or Guidelines must be completed in a good, timely and workmanlike manner, must be capable of being removed at the conclusion of tenancy and must be completed free of liens and encumbrances and installed in compliance with all applicable codes and ordinances.

21. Eagle Ridge Community reserves the right to come in and maintain and/or remove any tree or bush that Eagle Ridge Community owns.

#### **RESIDENT'S DUTY TO MAINTAIN**

1. Residents shall keep and maintain their home site, including the home, garage, shed, or other additions in a good, clean and safe condition, free of litter, garbage, debris and junk items at all times, and in a condition so that the aesthetic quality and appearance of the Community and the value of the Community are protected and preserved. All Toys, Garden Hoses, Tools, Snow Shovels, Snow Blowers, Bicycles, Lawn Maintenance Equipment, Recreational and Miscellaneous items must be stored in garage, shed or home **AT ALL TIMES** when not in actual use. No storage is allowed under open steps or on patio decks.

2. **MAINTENANCE OF HOMESITE:** If Resident defaults in maintenance of the home site, (i.e. lawn mowing, trimming, accumulation of litter, removing snow and/or oil from driveway, etc.) within forty-eight (48) hours of receiving Notice, Management reserves the right to come in and repair or maintain. Charges assessed for repairs and/or maintenance will be considered as “additional rent” and will be due on the first (1st) day of the month following said repairs and/or maintenance. Rates for charges will remain the sole discretion of Management at its then-prevailing hourly rate, or by any other appropriate agent or contractor of the Community at the agent’s normal hourly/fee rate, plus actual costs incurred, as well as a 15 percent fee for Community Management’s supervisory and administrative overhead. Resident will be responsible for any damage to Resident’s home, home site, shed, garage, skirting, phone or cable wires, or any other property of Resident when damaged by Eagle Ridge Community because of the Eagle Ridge Management maintaining Resident’s home site when Resident fails to do so.

3. All Residents with homes on the perimeter of the Community will maintain up to the middle of the berms as part of their yard. All Residents living on the west side of Sundance Drive will mow and maintain to 50<sup>th</sup> Street as part of their yard. All Residents with a fire hydrant in their yard must mow, trim and remove snow around said fire hydrant so as to allow the fire department to reach and connect hoses accordingly.

4. **HAZARDOUS SUBSTANCES:** 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 Community 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 Community shall have the right to require Resident to discontinue his or her use and clean up the contamination while the Community, 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 Guidelines and of the Rental Agreement.

5. **SNOW AND ICE REMOVAL:** The Community management will maintain the streets and common areas of the Community. Streets are cleared of snow by Community Maintenance as soon as possible after a snowfall. Snow removal from Resident's **ENTIRE DRIVEWAY**, patio, front steps, deck and sidewalk is the responsibility of the Resident. Snow from these areas is NOT to be placed in the street. Snow and ice must be cleared within 48 hours of measurable precipitation.

6. **FERTILIZING AND WEED CONTROL:** From time-to-time, but not more than three times per year, in order to ensure a well-maintained appearance throughout the Community, prevent the spreading of weeds and other lawn pests from one home site to another, the Community management 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. The Community currently pays for such service; however, the Community reserves the right to charge Residents for this 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 Community will provide Resident with estimate rates/charges for this service. However, 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, and maintaining the home site in a clean and safe manner. Residents shall not blow their lawn clippings (grass) or snow/ice into the street or into the manholes.

7. **NEUTRAL COLORS ONLY:** Steps, decks and sheds must be kept painted (neutral colors) or stained and in good repair at all times. All wooden/concrete steps, decks and sheds must be Management approved and are to be upgraded at the Management's request for cosmetic or safety reasons and must meet City of Marion Codes.

8. All manufactured homes, garages, skirting, decks, steps, sheds and all other personal property must be kept clean, in good condition and be upgraded at Management's request. Garage/Shed doors must be kept closed when not in use.

9. **WINDOW TREATMENTS:** Residents must ensure that their windows have curtains, drapes, shades or blinds that are in good condition and not broken, nor have any visible rips, tears, stains or broken blinds. NO blankets, towels, cardboard, aluminum foil, plastic, Styrofoam, boards, newspapers, trash bags or the like may be used as substitutes. Management reserves the right to request changes to window coverings. All windows must have window screens.

10. **HOLIDAY DECORATIONS:** All Holiday decorations must be taken down no later than two (2) weeks after each holiday.

11. All bills sent to Resident by Management are due and payable upon receipt, unless prior arrangements have been made in writing. Bills unpaid beyond thirty (30) days will be reason to terminate the Rental Agreement.
12. Steps, sheds/garages, and decks must be kept clean, painted (neutral colors) or stained with a visible tint and in good repair at all times.
13. All manufactured homes, exteriors, skirting, decks, steps, sheds, garages and all other personal property shall be upgraded at the request of Management. Resident's roof and shingles must be maintained, repaired and replaced when necessary.
14. **ABSENT RESIDENTS:** Residents who are gone for any length of time, (i.e. Vacations; Snowbirds) must notify the Eagle Ridge Office and must make arrangements for lawn care and snow removal while gone. An Emergency Contact should be given to the Eagle Ridge Office, in the event of an emergency.
15. **ANNUAL SPRING INSPECTION:** Management will conduct an annual "Spring Inspection". Management will do a visual observation of the exterior of every home, garage, shed, carport, porch, deck, steps and awnings. Residents shall complete said items for repair/replacement within the time specified in the annual "Spring Inspection". Management assumes no liability for the condition of the home, garage, shed, deck, steps, etc. THIS ANNUAL "SPRING INSPECTION" IS DIFFERENT THAN A "FOR SALE" INSPECTION.
16. Residents are encouraged to equip their home with a fire extinguisher and smoke detectors. Residents must comply with codes and ordinances applicable to either.
17. Residents and their Guests/Visitors shall not destroy, deface, damage, impair or remove any part of the Eagle Ridge Community or knowingly permit any person to do so.

### LANDSCAPING

1. Management approval is required prior to preparation of flower beds, digging or planting/removal of trees and shrubs, flag poles, landscaping, concrete, or masonry work and/or installation of yard and patio lights, their location and wattage.
2. It is the responsibility of the Resident to notify utility companies to locate underground lines for safety and must not disturb any area until the utility companies have located underground utilities. Resident must call Iowa One Call at 1-800-292-8989 OR 811 prior to any type of digging.
3. Eagle Ridge Community provides one shade tree and one evergreen bush per home site, except where garages exist. Any additional landscaping is the property of the home owner and must be removed upon removing the home from the Community, unless other arrangements are made with Management. Any areas where landscaping is removed must be graded and seeded. Eagle Ridge Community reserves the right to come in and maintain or remove any tree or bush that Eagle Ridge Community owns.
4. No vines shall be allowed to grow on homes, sheds or garages. Any lawn or any improvements thereto installed by Resident shall remain the property of the Community.
5. **Weeds must be removed and gardens/flower beds must be maintained.** No dirt or wood piles may be maintained on the lawn.
6. Location, variety, color, species and size of any landscaping, flowers, shrubs, trees, flag poles, concrete or masonry work must be approved in writing by the Community management prior to installation, and such things are considered part of the natural lawn. Location and type of flag pole, lawn ornaments, statues, or other items placed on Resident's lawn must be approved in writing by the Community management prior to installation/placement.
7. Any areas where landscaping is removed must be graded and seeded. In all cases, Resident must leave the home site in substantially the same, or better condition than existed upon taking possession.

### UTILITIES AND SERVICES

#### **1. RESIDENT'S RESPONSIBILITIES AND LIABILITIES:**

- 1a. **Electricity, phone, water, sewer, gas and Cable TV connections are the responsibility of Resident.** Residents must comply with all utility hook up requirements of the appropriate utility providers and of the Community and its agents and assigns. Residents are responsible for checking all hookups periodically for leaks, freeze ups or damage.
- 1b. Upon taking possession of the home site, Resident shall inspect the thermal line, electrical pedestal, and sewer lines to ensure they are in good working order and not damaged. If they are damaged, Resident shall notify the Community management, in writing, of the nature and extent of said damage before taking possession. If resident fails to notify the Community management 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.

1c. **Resident shall be responsible for any damage and repairs to the above ground and the below ground facilities on the leased home 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 Community management or its contractors and charged to Resident the then-prevailing hourly rate, plus actual costs incurred, as well as a 15 percent fee for Community management's supervisory and administrative overhead.

1d. **Resident shall be responsible for any stoppage of the sewer from the main to their home and from the water curb stop to their home.** 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.

1e. All lines must be properly protected during winter months. No running water to prevent freezing of pipes will be allowed because this will result in frozen sewer pipes. Any expenses resulting from damage to the Community caused by a Resident in violation of this Guideline will be paid in their entirety by the Resident. Eagle Ridge Community and Management shall **not** be liable for any frozen pipes.

2. **WATER USAGE:** Water is a costly commodity. Residents and Guests are cautioned not to waste water. Residents are allowed to wash their vehicles only by using a hose with a nozzle that shuts off when laid down. Water is not to be allowed to run down the street nor be wasted in any other manner and is for in-community use only. Excessive use of water may result in a rental surcharge or termination of tenancy.
3. **UTILITY SUPPLIERS:** Alliant Energy supplies the electricity; Mid-American Energy supplies the natural gas.
4. Under no circumstances is anyone to tamper with the utilities, meters or equipment, or any property of Eagle Ridge Community or that of the utility companies.
5. **SATELLITE DISHES/CABLE TV/ANTENNAS:** Satellite dishes are permitted, but the location is subject to pre-approval of the Community management. Permits are available at the Eagle Ridge Office. TV cable, satellite cable, etc. shall not be allowed to hang down on the home. Other outside antennas, of any kind, are **not** permitted. Ham radios are **NOT** allowed. Any permit fees required by the City are the sole responsibility of Resident and all antennas and satellite dishes must meet FCC regulations.
6. **CLUSTER MAILBOXES:** A United States postal delivery box has been assigned to each Resident in the Community. These cluster mailboxes are accessible to the Residents and postal officials twenty four (24) hours a day and are located throughout the Community. Please be aware that the Community cannot keep the postal box areas free of ice and water at all times and accessible twenty four (24) hours, so please use caution in such areas. Community management does not issue mailbox keys. It is the sole responsibility of the Resident to obtain his or her key from the United States Post Office.
7. Manufactured homes may be located above sewer lines and other utilities. If it becomes necessary to move one or more homes in order to make repairs, affected Residents will be given as much notice as is feasible under the circumstances. In the event that it becomes necessary to move the home to make repairs due to a defect in the main water or sewer line, Eagle Ridge Community will be responsible for the cost of moving the home, relocating the manufactured home, either temporarily or permanently, and reconnecting utilities but will not be responsible for any other or further consequential damages. If the move is necessary for other reasons, the Resident shall bear these costs. Each Resident takes and holds possession subject to this understanding, and with the knowledge that delay in the moving of such home(s) may cause foreseeable, consequential damages to the Owner, other Residents, and others.

#### **DISPOSAL OF GARBAGE**

1. There are numerous dumpsters located throughout the Community for the purpose of convenient garbage disposal. The receptacle areas should be kept clean at all times. These dumpsters are for the exclusive use of Eagle Ridge Residents **ONLY**.
2. Garbage must be in bags, tied securely, and placed **INSIDE** the dumpsters.
3. **AT NO TIME IS GARBAGE TO BE LEFT OUTSIDE RESIDENT'S HOME OR OUTSIDE THE DUMPSTER AREA!**
4. At no time is garbage to be brought *into* the Eagle Ridge Community. Garbage dumpsters are for Eagle Ridge Residents only.
5. The only items to be placed in the dumpsters are household waste products that have been properly bagged and tied securely.
6. No personal garbage cans will be allowed outside Resident's home.
7. All corrugated cardboard boxes must be emptied, flattened and placed in the specially marked dumpsters in the RV

area.

8. Yard waste, such as grass and tree trimmings, must be taken to the RV area and placed in the designated area. No trash, bags or boxes in yard waste bin (place in appropriate bins). Burning of leaves or trash is not permitted.
9. Dumping of any prohibited items, other than regular trash, corrugated paper and yard waste in the RV area is prohibited.
  - 9a. Paint or any other chemicals considered to be corrosive, flammable, or poisonous must be taken to the County Landfill by the Resident.
  - 9b. Furniture, Appliances, and Tires are NOT allowed in the dumpsters and must be taken to the County Landfill by the Resident.
  - 9c. Additional charges will be assessed to Residents who dump prohibited items or excessive garbage. Assessed charges will be considered as "additional rent".

## **VEHICLES**

1. All Resident's vehicles and license numbers must be registered at the Eagle Ridge Community Office and are required to update any changes within 10 days. All vehicles must be legal to drive on City streets.
  - 1a. Failure to comply with this Guideline could result in the vehicle being towed at the owner's expense.
2. Vehicles must be operable at all times and have current license plate/registration stickers clearly displayed as required by law.
  - 2a. No vehicle body work or mechanical repairs are to be performed in the Community. This includes, but is not limited to, oil changes, brakes and starters.
  - 2b. No unsightly or "junk" automobiles allowed, such as those missing headlights, doors, windows, tires, hoods, bumpers, trunk lids, flat tires, rusted out, etc.
  - 2c. No placing of vehicles on blocks will be allowed in the Community.
  - 2d. All vehicle tires and exhaust systems will remain in good repair at all times. Excessive noise caused by vehicle exhaust systems is prohibited.
  - 2e. All vehicles must have properly functioning mufflers.
3. Residents wishing to store vehicles in driveways must have pre-approval from Management. "Stored" vehicles are defined as vehicles remaining in one spot without substantial movement from Resident's driveway for thirty (30) days.
4. No unregistered motorcycles, motorbikes, mopeds or motorized golf carts are allowed in the Community except for purposes of traveling directly between Resident's home site and the Community entrance.
  - 4a. Operation of all terrain vehicles or four wheelers for any purpose other than snow removal is strictly prohibited. Mini bikes, golf carts, go carts, motorized scooters, snowmobiles and unlicensed motorized scooters are also prohibited. Motorized wheelchairs for medical purposes only shall be allowed with Management approval.
5. Boats, small trailers, travel trailers and motor homes are to be parked in the RV Storage area after registering said items at the Eagle Ridge Community Office.
6. No stored automobiles (cars/pickups) are to be parked in the RV Storage area unless approved by Management. Resident must enter into a "Storage Agreement" before parking any recreational vehicle in the RV Storage area.

## **VEHICLES/DRIVING RESTRICTIONS**

1. The Community Speed Limit is **15 M.P.H.** Passing other moving vehicles is prohibited in the Community. Guests/Visitors should be advised by Residents.
2. Management will grant any sworn peace officer authority to enter upon its property and enforce the laws and ordinances of the City of Marion, Linn County and Iowa, as well as the Guidelines of Eagle Ridge Community.
3. All traffic regulations and customary rules of the road will be obeyed throughout the Community.
4. No unlicensed driver will operate any motor vehicle in the Community at any time.
  - 4a. Those drivers having driver's permits must provide copy of permit to Eagle Ridge Community Office and must have an adult with a valid driver's license with them at all times when driving in the Community.
5. Residents are responsible for their Guest's and Visitor's actions.

## **PARKING**

1. Residents shall not park on the street overnight, as two car off-street parking is provided.



- 1a. Residents may allow Guests to park on the street in front of the Resident's home only for brief periods of time and not to extend to overnight.
- 1b. Additional parking for Guests is available on a *temporary* basis at the playground and basketball court with prior Management approval.
2. At no time is a street, mailbox or another Resident's driveway to be blocked by parking.
3. No parking is permitted on lawns or vacant home sites.
4. Parking is strictly prohibited within fifteen (15) feet of any fire hydrant located in the Community.
5. All vehicles are to be off the street overnight or during periods of snow removal. Overnight is defined to be during the period from 11:00 pm to 6:00 am.
6. There are to be no vehicles parked diagonally in driveways.
7. Long-term parking in Community Parking Areas (next to office, playground area, basketball area and RV storage area) is **not permitted without Management approval**. Violators will have their vehicle towed at owner's expense.
8. There shall be no semi truck or tractor parking allowed in the Community overnight.
9. Motor homes, boats, and small trailers may be parked in driveways for loading or unloading purposes only (maximum of 48 hours).
10. **Vehicles illegally parked, or vehicles in Community Parking Areas and left unattended for an extended period of time, will be towed at the owner's expense.**
11. Residents who wish to store their motor home, boat or small trailer must enter into a Storage Agreement with Management.
12. Any Resident having inadequate spaces on Resident's home site (i.e., the driveway and any garage) to accommodate his or her automobiles or recreational vehicle must add additional concrete to their driveway (at Resident's expense). Residents are not allowed to park in Community parking areas without prior approval in writing by the Community management.
13. Residents are responsible for their Guest's and Visitor's actions.

#### **RECREATION, NOISE, WEAPONS, AND SOLICITATIONS**

1. Playing in the streets is not permitted. The Community has designated recreation areas for Residents. Parents shall provide adult supervision for their minors at all times. Trespassing on empty home sites or other Resident's home sites is not permitted. No loitering or playing shall be permitted in the drainage area, RV area or storm shelters. No littering in the Eagle Ridge Community.
2. Children under the age of eighteen (18) years old must be in their own yard by 9:00 p.m. Parents will be held accountable for their children's actions and liable for any damage caused by them. Anyone defacing and/or destroying Community property shall be barred from Community facilities. Children are not to play on other Resident's home sites without permission from the homeowner.
3. No peddling, soliciting, commercial enterprise, or distribution of any type of product or service is permitted within the Community without prior written approval from the Community management. "Commercial Enterprise" includes, but is not limited to, babysitting, childcare on a regular basis other than children of other Residents, Computer Repair, etc. Any permitted babysitting or childcare must comply with applicable codes, ordinances and regulations and shall be pre-approved in writing and registered with Management. Anyone seen soliciting or peddling should be reported to the Management immediately. No advertisement signs of any nature are permitted on Eagle Ridge Community property.
4. No firearms, BB guns, air guns, blow guns or pellet guns are to be shot within or towards the community. Use of Bows and Arrows and slingshots is also prohibited. Uncased firearms must not be outside your home within the Community.
5. Residents will not use their home or home site for any purpose deemed hazardous by insurance companies or that is illegal.
6. No fireworks shall be allowed with the exception sparklers and "snakes". A sparkler is a type of hand-held firework that burns slowly while emitting colored flames, sparks, and other effects. A snake is a type of firework that after being lit, the firework begins to smoke and spew out ash resembling a snake. They stay on the ground and do not emit sparks, flares any form of projectiles, or any sound, but may release smoke. Any exception to this guideline, must be approved in writing by Eagle Ridge Management.
7. Any Resident who commits vandalism within or to the Community 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 Community. Any non-Resident person who commits vandalism will be permanently barred from entering the Community.

## CHILDREN

1. Parents are responsible for the actions of their children.
2. **Parents shall provide adult supervision for their minors at all times.**
3. Children under age eighteen (18) years must be off the streets and in their own yards by 9:00 pm.
4. Parents will be held accountable for their children's actions and liable for any damage caused by them, which could result in the termination of Resident's Rental Agreement and tenancy.
5. Children are not to play on other Resident's home sites without permission from the home owner.
6. Any children who reside in the home must register with management upon turning 18 years of age.

## STORM SHELTERS

1. There are three Storm Shelters located in Eagle Ridge Community:
  - 1a. Corner of Red Fox Way and Mohawk Avenue
  - 2a. 1484 Huron Drive
  - 3a. Corner of Sundance Drive and Winnebago Avenue
2. The storm shelters are for Eagle Ridge Resident's only and their Guests/Visitors.
3. The storm shelters shall be used for severe weather conditions, tornadoes, hurricanes and in times of inclement weather only.
4. Residents and their Guests/Visitors are responsible for taking their own safety precautions. Residents are to utilize the storm shelter facility nearest to their home.
5. All persons using the storm shelters shall remain inside of the building with doors closed during the occurrence of bad weather and shall not stand outside the storm shelter.
6. By use of the storm shelter facility, Residents hereby acknowledge that Eagle Ridge Community 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 Eagle Ridge Community 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.
7. No pets are allowed inside the storm shelter facility unless they are registered with the Community management and are contained in a travel cage or pet carrier. Pet carriers are to be placed on the floor when inside the storm shelter. If there is inadequate space to permit additional persons who desire to enter the storm shelter, people will take priority over pets and pets must be removed. The owners of any pets brought into the storm shelter facility are strictly responsible for their pet's conduct.
8. Smoking and alcoholic beverages are prohibited in the storm shelters.
9. The storm shelter facility will be locked at all times except when in actual use for emergency purposes only. Residents utilizing the storm shelter facilities are responsible for turning off the lights and locking the doors to the storm shelter facilities after the emergency condition has ceased.
10. Using the storm shelters for any activity other than inclement weather is a violation of the Guidelines and can result in termination of Resident's Rental Agreement and tenancy.
11. Management and Owners of Eagle Ridge Community accept no responsibility for accidents or personal injury while using the storm shelters.

## INSURANCE, PERSONAL PROPERTY, SECURITY AND INDEMNIFICATION BY RESIDENT

1. **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. Resident must provide the Community Management with "Proof of Insurance" or a copy of the paid insurance binder yearly. In the event that Resident changes insurance companies, the Community Management must be notified, and given a copy of the new insurance binder.
2. **PERSONAL PROPERTY:** The Community is not responsible for damage to Resident's manufactured home or other property unless the Community management affirmatively causes the damage. The Community management is not responsible for any damage to the manufactured home, garage/shed, etc. or its contents due to vandalism,

burglary, or similar causes attributable to third-parties. The Community is not responsible for damage caused by natural disasters, fire, or civil disorder.

3. **SECURITY:** Eagle Ridge Community has Management on duty at all times; however, Resident acknowledges that neither the Community nor Management 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.

4. **INDEMNIFICATION AND RESIDENT LIABILITY:** Resident agrees to indemnify and hold harmless the Community and management 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 manufactured home or property of any person(s) arising from the failure of Resident to keep the manufactured home and his or her home site 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 manufactured housing community, its facilities, or otherwise including costs of defense.

#### **EAGLE RIDGE COMMUNITY/MANAGEMENT RIGHTS AND RIGHT OF ACCESS**

1. The rights of the Management contained within the Guidelines are cumulative, and should Management fail to exercise any right at any time, it shall not serve to void any other rights.

1a. Any waiver by Management should not be interpreted as a further waiver of that or any other Guideline.

2. Management shall have the right to enter a manufactured home owned by a Resident if such access is necessary to prevent damage to a home, home site or the Community, or in response to an emergency situation, or if Resident has abandoned the premises.

3. The Community and Community Management shall have the right to enter onto the home site for maintenance of utilities and to conduct periodic inspections. If Resident refuses to allow lawful access to the home site, the Community management may terminate the Rental Agreement and tenancy and recover actual damages sustained.

4. Eagle Ridge Community Management reserves the right to make changes, additions, deletions or amendments to the Guidelines governing the Resident's use and occupancy. Notice of such changes will be given to all Residents thirty (30) days before they become effective.

#### **CRIME-FREE HOUSING COMMUNITY AND PROHIBITION AGAINST CRIMINAL ACTIVITY**

1. Resident, any members of the Resident's household, or a Guest, Visitor, or other person under Resident's control or present with Resident's permission, shall not engage in criminal activity, including but not limited to, drug-related criminal activity, on or near the Eagle Ridge Community. "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 members of Resident's household, or a Guest, Visitor, 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 Eagle Ridge Community.

3. Resident or members of Resident's household will not permit the home or home 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, a Visitor, or present with Resident's permission.

4. Resident, any members of the Resident's household, or a Guest, Visitor, 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 Eagle Ridge Community.

5. All Residents and members of Resident's household are required to report promptly to the Eagle Ridge Community anything that they observe in or around the Eagle Ridge Community 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), the names of any other witnesses (if known), license plate numbers, and description of vehicle(s), if known.

6. Management will periodically inspect all common areas of the Community for evidence of illegal drug or other criminal activity.

7. Management will maintain a record of all suspicious activity suggesting the presence of illegal drugs.

8. If deemed appropriate, suspicious activity will be reported to the Marion Police Department and the Federal Drug Enforcement Agency.
9. **ANY RESIDENT WHO VIOLATES THESE GUIDELINES WILL HAVE THEIR RENTAL AGREEMENT TERMINATED.** Unless otherwise provided by law, proof of violation **shall not require criminal conviction, but shall be by preponderance of the evidence.**
10. In case of conflict between the provisions of this Crime-Free Housing Community Statement and any other provisions of the Rental Agreement or these Guidelines, the provisions of this Statement shall govern.
11. This Crime-Free Housing Community Statement is incorporated into the Application for Residency and the Rental Agreement or renewed between Eagle Ridge Community and each Resident.

### **ENFORCEMENT OF GUIDELINES, GROUNDS FOR EVICTION, AND CONTRACT FOR PURCHASE OF HOME**

1. Any violation of these Guidelines 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 manufactured 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 Community Residents, the Community, or Community management personnel, or has caused substantial damage to Community 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, shed, canopy, deck, etc.; 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 manufactured home within the Community (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 Guidelines and of the Rental Agreement, and may be grounds for eviction. In the event of such breach or violation, the Community management, and/or the Seller under the agreement for the purchase of the home, may choose to pursue the remedies against Resident under these Guidelines 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 GUIDELINES**

1. Guidelines may be changed, amended, or added to by the Community management upon thirty (30) days written notice to Residents.
2. FOR YOUR PROTECTION, ALL AGREEMENTS BETWEEN THE COMMUNITY OR COMMUNITY MANAGEMENT AND RESIDENT **MUST BE IN WRITING.** THE COMMUNITY 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 improvements in place and inconsistent with these Guidelines, 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, except as relates to child-care businesses and in-home businesses governed by ¶ 5 under **Use** on page 7 above. The Community management reserves the right to withdraw permission for continuation of any nonconformity.

### **RELEASE OF LIABILITY/INDEMNIFICATION AND RESIDENT LIABILITY**

All risk of and loss from personal injury or property damage (including, but not limited to, natural disasters, flooding, tornadoes, wind, or other acts of God, fire, pollution, snow plowing, theft, vandalism, burglary, civil disorder, or faulty

installation or securing the home to the site) to the Homeowner/Resident, Guests of same, or the home or property placed or located upon the home site or within the subject property, are hereby assumed by the Home Owner/Resident. Neither Eagle Ridge Community Owners nor Management, their successor or assigns, shall be liable for any such loss or damage not attributable to the fault of Community management. Resident agrees to look exclusively to official law enforcement authorities for personal safety and law enforcement.

**RELEASE:** By signing these Eagle Ridge Community Guidelines, Resident hereby agrees that Eagle Ridge Community, 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 Eagle Ridge Community, except when Eagle Ridge Community is responsible for causing such damages, loss or personal injury. Resident agrees to hold Eagle Ridge Community, 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 Eagle Ridge Community facilities or equipment.

**NOTE:** Please be aware that Eagle Ridge Management cannot keep the postal box areas and the garbage dumpster areas free of snow, ice and water at all times and accessible 24 hours, so please use caution at all times in such areas!

**INDEMNIFICATION AND RESIDENT LIABILITY:** Resident agrees to indemnify and hold harmless Eagle Ridge Community, Management, and their owners, employees and assigns 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 manufactured home or property of any person(s) arising from the failure of Resident to keep the manufactured home or home-site in a good and safe condition as herein provided, or arising from the negligence of Resident or a Guest, Visitor or other permitted occupant, including costs of defense. Further, Resident agrees to pay for all damages or injuries to Eagle Ridge Community or other Residents and their Guests/Visitors caused by Resident, Guest, Visitor, or other permitted occupant, whether by negligence or misuse of Eagle Ridge Community, its facilities, or otherwise including costs of defense.



**SIGNATURE PAGE  
EAGLE RIDGE COMMUNITY GUIDELINES**

***VIOLATION OF ANY OF THE EAGLE RIDGE COMMUNITY GUIDELINES CAN  
RESULT IN TERMINATION OF RENTAL AGREEMENT.***

**RESIDENT CERTIFICATE:**

I/We acknowledge that **prior** to occupancy I/we have received a complete copy of and have read the Rental Agreement and Eagle Ridge Community Guidelines 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 Eagle Ridge Community Guidelines by myself, members of my family, my guests, visitors, or persons in the Community with my permission, may result in Eagle Ridge Community terminating 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 Eagle Ridge Community, including attorney's fees if and only to the extent permitted by law. (See Iowa Code Section 562B.30)

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

\_\_\_\_\_

Address

**GUESTS AND OTHER OCCUPANTS:**

**I/WE ACKNOWLEDGE** that **prior** to occupancy, I/we have received a complete copy of and have read the Eagle Ridge Community Guidelines, and that I/we **fully understand such documents**. Further, I/we hereby agree to adhere to them and understand that all conditions herein apply to me as well as the Homeowner.

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

\_\_\_\_\_

Address

ACCEPTED by: \_\_\_\_\_ Date \_\_\_\_\_

Management for Eagle Ridge Community (Property Owner)