

# Great River Country Village Rules and Guidelines

November 15, 2016

Great River Country Village has adopted the following rules and guidelines so that you may use your home-site in a pleasant and enjoyable manner and also to create a basic understanding between residents and management regarding the responsibilities of each. Many rules that govern your residence in this park are established by state and local governmental units. The following rules and guidelines supplement, but do not replace, those established by law. Upon reading these rules and mutually agreeing to abide by them, both management and residents will sign the necessary forms. As provided by law, these rules and regulations may be amended from time-to-time during the course of your tenancy upon thirty (30) days written notice to residents. Your cooperation as a resident of this park, as well as your consideration for others, will ensure a good relationship with your management and other residents.

## COMPLIANCE WITH THE RENTAL AGREEMENT "COMPLIANCE WITH THE RENTAL AGREEMENT"

1. The tenant, and those claiming by or through the Tenant, must comply with all terms and conditions of the written Rental Agreement entered into with the mobile home park owner(s) and/or manager(s).
2. Rent is due on the first day of each month. If rent is not paid on or before the 5<sup>th</sup> day of the month, there will be a Twenty (\$20.00) Dollar additional charge assessed and Five (\$5.00) Dollars per day thereafter, not to exceed a total of Fifty (\$50.00) Dollars per month. Rent shall be paid by Tenant to Landlord with interest on all delinquent rental amounts at 18% per annum (**18% A.P.R.**) from the date due. All sums shall be paid to Landlord as Landlord may, from time to time direct. Rental payments shall be made in the form of a check or money order and delivered or mailed to the manager. Checks and money orders shall be made payable to Great River Country Village. If paid in cash, tenant is responsible for delivering the cash envelope to the manager in the correct amount and handing it to the manager, or manager's representative at the office.
3. Tenant agrees that, subject to the terms of the Rental Agreement, the manager shall have the right to increase rent upon sixty (60) days written notice to the Tenant.

## TENANT OCCUPANCY OF THE PREMISES "TENANT OCCUPANCY OF THE PREMISES"

4. MOBILE HOME "MOBILE HOME" . It is the responsibility of the Tenant to maintain his/her mobile home in a clean and attractive condition and to keep it in compliance with all applicable laws, ordinances and regulations of the state, county, city and mobile home park.

5. SET-UP "SET-UP" . The move-in of a mobile home must conform to Great River Country Village set-up regulations and be done by a reputable and licensed dealer or service company approved by management. Placement of the home on the site is to be supervised by management unless the Tenant obtains Landlord approval to set-up without management supervision. Hitches and tongues, if removable, must be removed prior to occupancy and stored out of sight under the home. Axles, hubs, springs and wheels must be left on the mobile home at all times. The home shall be set at a suitable level as prescribed by management and all local and state codes shall be met before occupancy. Management must inspect and approve set-up before occupancy.

6. UTILITY HOOK-UPS. "UTILITY HOOK-UPS." All Tenants must comply with utility hook-up requirements set by utility providers, and GREAT RIVER COUNTRY VILLAGE. Utilities including, without limitation, electricity, gas, cable, satellite, and telephone shall be supplied by and paid for by Tenant.

7. ELECTRICAL INSTALLATION REQUIREMENTS "ELECTRICAL INSTALLATION REQUIREMENTS" . All mobile homes shall be connected by a qualified installer approved by management. If a permit fee is required, it must be paid by the Tenant. The electrical installation shall be in accordance with all applicable laws, ordinances and regulations of the state, county, city and mobile home park. Upon taking possession of the rental lot, the Tenant shall inspect the thermal line, electric pedestal, and sewer lines to insure they are in good working order and not damaged. If they are damaged, the Tenant shall notify management of the nature and extent of said damage within five (5) days after taking possession. If the Tenant fails to notify the manager of any such damage, it will be conclusively presumed that the above-noted items were in good working order and undamaged at the time the Tenant took possession.

8. SKIRTING "SKIRTING" . Tenant is responsible for skirting the mobile home within seven (7) days after placement of the mobile home upon the lot. The mobile home must be skirted with vinyl approved by the Landlord. The skirting must be installed on a wood base consisting of double treated 2x4's staked to the ground. Please consult management on the exact placement of the skirting. All homes should be tied down as is customary in the mobile home industry or as required by local or state regulations. Staking to the ground is not acceptable and will not be approved. Flammable materials are not allowed for skirting or bracing. Skirting must be kept clean and in good repair at all times. If a Tenant chooses to insulate under the mobile home, the insulation must be nonflammable and not in view from the outside.

9. WATER "WATER" . Each month during the term of the Rental Agreement, Tenant shall pay a Water Discharge Fee to Landlord at the same time Rent is paid. The Water Discharge Fee shall be an amount equal to the number of gallons used for any such lot for the month multiplied by the per gallon rates provided by Landlord from time to time. In the absence of such a rate provided by Landlord, the rate shall be the same rate charged by Rathbun Regional Water Association, or its successor at the time the water was used. Provided, however, that if the water for Tenant's lot is left running to prevent freezing; left running, purposefully or inadvertently, for extended periods; used to wash cars, trucks, or other vehicles; used to water any lawn, yard, flowers, bush, tree, shrub, or similar item; used in unreasonably large quantities; or used to supply water for the

use or benefit of any person who is not occupying the mobile home space, then Tenant agrees to pay to landlord the sum of \$10.00 for each day water is so used, in addition to the Water Discharge Fee.

10. STEPS, PORCHES, DECKS AND SHEDS "STEPS, PORCHES, DECKS AND SHEDS" .

A. STEPS. Entry steps must be either concrete, approved metal, or treated wood that is appropriately stained, and must have handrails and must meet all state and local building codes. If the opening under the deck or step is visible, it must be covered with approved skirt material or have toe kicks installed to be consistent with the decor of the steps or the mobile home.

B. PORCHES. All porches must be approved by management prior to purchasing or installing. Porch sides must be covered with skirting material to match the mobile home skirting and/or materials consistent with construction used to build the deck. Porches must have handrails on all exposed sides.

C. DECKS. Plans for deck construction must be submitted and approved by management before submitting them to the local building authority for a building permit if required. Decks will remain the property of the Tenant, and must meet all state and local codes as to materials, foundation, deck load and railing requirements. Decks must also meet the requirements of the Landlord, must be enclosed on the bottom with skirting material to match the mobile home skirting, must be stained to maintain a natural but attractive appearance, and must be reasonably maintained. Any deviation from these specifications will cause an order by management for removal. Front door side of home must have a minimum of an 8 x 8 deck management approved.

D. STORAGE SHED. Must have a minimum of an 8 x 8 storage building that is management approved. No metal shed accepted. With management approval, some vinyl and metal sheds will be acceptable.

11. AWNINGS "AWNINGS" . All awnings must be approved by management prior to purchase and installation. All awnings must be fabricated of aluminum, designed for awning application, installed in a safe manner and must correspond with the decor of the mobile home.

12. FENCES "FENCES" . No fences will be allowed. Landscape dividers, railroad ties, and landscape timbers may be used only after approval by management.

13. FIREPLACES "FIREPLACES" . All fireplaces and chimneys installed must be in compliance with all state and local building codes. A local building permit must be acquired by the homeowner before the start of installation. Firewood must be stored in accordance with all applicable laws, ordinances, regulations and codes of the state, county, city and mobile home park. Management will inspect firewood storage and advise Tenants if a problem exists. A Tenant not complying with management's recommendations must remove all firewood from the site.

14. CLOTHESLINES "CLOTHESLINES" . Clotheslines of any kind are not allowed, except that umbrella-type clotheslines may be used if folded down when not in use and placed behind the home, unless otherwise approved by management. .

15. ANTENNAS AND SATELLITE DISHES "ANTENNAS AND SATELLITE DISHES" Outside television antennas and satellite dishes may be used if kept in a presentable condition and in good working order. The placement of the dish or antenna will be at the back half of the home, unless otherwise approved by management. If placed on the home it must be installed at roof height. They may be placed on a post in the back half of the Tenant's yard or attached to the roof of a storage shed. They may not be placed on the front half of the home or attached directly to the front of the home. If the Tenant has any question as to where it should be placed to meet the standard, management should be contacted. Any placement that does not meet the standards must be moved at Tenant expense. C.B. antennas must be approved by management. The Landlord may require that a particular antenna or dish be removed if, in the Landlord's sole discretion, its appearance becomes unsightly.

16. SIGNAGE - SOLICITATIONS "SIGNAGE - SOLICITATIONS" . Signage of any kind is not allowed. In addition, no peddling, soliciting or commercial enterprise is allowed in the park. "Commercial enterprise" is defined to mean, among other things, babysitting on a regular basis for individuals other than registered tenants.

17. REQUIRED IMPROVEMENTS "REQUIRED IMPROVEMENTS" . Any improvements required by the rental agreement or rules and guidelines must be completed timely and in a good and workmanlike manner, will be capable of removal at the conclusion of the tenancy, and will be completed free of liens and in compliance with all applicable codes and ordinances.

#### GENERAL USE, MAINTENANCE AND GUESTS "GENERAL USE, MAINTENANCE AND GUESTS"

18. RESIDENTIAL USE "RESIDENTIAL USE" The Tenant shall personally occupy his/her mobile home only as a dwelling unit and may not rent the mobile home nor assign the tenancy to another person unless prior written approval of management is obtained. In the event the Landlord consents to a lease of the mobile home to another or an assignment of Tenant's lease agreement to another, Tenant shall remain primarily

responsible for the discharge and performance of all Tenant obligations under the Rental Agreement and these Rules and Guidelines. In the event Tenant fails to comply with the terms of the Rental Agreement or these rules and regulations, then any such consent provided by Landlord shall, without any further notice, be revoked

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19. PARKING. "PARKING." There shall be no on-street parking in the park at any time for the full time use of a Tenant's car. The Landlord shall provide off-street parking for the Tenant limited to two (2) motor vehicles (vehicles must be in working condition) and Tenant agrees to use said off-street parking. No parking is permitted on the grass. Vehicles illegally parked, or vehicles parked in park parking areas and left unattended for an extended period of time will be towed out of the park at the vehicle owner's expense. No junk cars or other non-operable equipment shall be stored on the lot. Landlord is not responsible for any loss or damage to Tenant's property stored in the parking area, or in any other area of the mobile home park. Tenants shall make all reasonable efforts to prevent gas, oil and grease leakage from vehicles on parking areas and must clean up these areas if such a leak is found on the parking spot.

20. HOME-SITE MAINTENANCE "HOME-SITE MAINTENANCE" . Storage sheds must be wooden or vinyl and painted, if wood, to match the home. The location of storage sheds must be pre-approved by management. Maximum shed size will be 10' x 16'. Only one shed per home permitted, except with Landlord permission. Storage of any other kind outside the mobile home is not permitted. Toys, tools, etc. must be kept inside the mobile home or storage shed. Storage that causes fire or health hazards is not permitted. Residents shall keep their home-site neat and clean and free of litter. Each resident shall be responsible for lawn maintenance, mowing, gardening and general maintenance of their home-site. All outside lawn furniture is subject to approval by the management and must be clean and in working order, and must be kept on the deck or at the side of the home-site near the midpoint of the home. Grass shall not be cut shorter than 2 ½ inches, and yard must be trimmed at the time of mowing. Only proper de-icing chemicals allowed. Neglected amenities, which includes inadequate cutting of grass, weed control, or collection of litter may be maintained by management at a charge of \$20.00 per hour, with a minimum charge of \$20.00 for each time it is necessary because of a resident's failure to do so. All such charges are due as additional rent on the first day of the month following billing. ANY CHANGES IN HOME SIZE, ADDITIONS OR ATTACHMENTS TO THE EXTERIOR, OR EXTERIOR PAINTING, MUST BE FIRST APPROVED BY MANAGEMENT TO ASSURE COMPLIANCE WITH ALL STATE, LOCAL, AND GREAT RIVER COUNTRY VILLAGE BUILDING CODES, RULES, OR STANDARDS. Violations in regard to home or home-site maintenance, as with violations of any other rule, can lead to eviction.

21. MOBILE HOME MAINTENANCE "MOBILE HOME MAINTENANCE" . It is the responsibility of the Tenant to generally maintain the physical condition and appearance of his or her mobile home so that the aesthetic quality and appearance of the park and the value of the park are protected and preserved. Tenants must immediately replace or repair damaged or missing skirting and siding, broken windows, exterior doors and awnings, and broken or deteriorated handrails, steps, porches and decks. Chipped or peeling paint and rusty screws must be repaired, painted or replaced as needed. Paint colors must be approved by Management. All homes must be kept in good repair and in a neat and orderly condition and free of debris at all times. Window treatments will be curtains, drapes or mini-blinds. No blankets, towels, sheets are allowed as window treatments. Windows must have window treatments to insure privacy for all.

Plastic shall not be attached or visible on the exterior of the mobile home, and raw insulation or boards must not show through windows at any time. During winter months, clean plastic may be placed over windows from the inside of the mobile home. There shall be no homemade or manufactured energy-saving devices, such as solar panels, without management approval.

The central air-conditioning unit must be set on the back side of the mobile home. Window air-conditioners must be installed properly, with management approval, but may not be installed on the front (or “street”) side of the home.

No tires or weights shall be placed on the top of the home.

22. REFUSE AND GARBAGE "REFUSE AND GARBAGE". Garbage will be collected weekly and must be deposited in one of the two dumpsters provided. Garbage sacks and refuse should be placed inside the dumpsters, and not stacked on top. It is important to place all trash inside the dumpster to keep trash and paper from blowing outside and littering the ground which creates an unsightly appearance in the community. Do not dump ashtrays on the ground outside the dumpster, or anywhere else on the premises. Extinguished cigarettes must be disposed of by Tenants and are considered litter if thrown on the ground. Garbage and refuse must be placed in plastic bags prior to placing in dumpster. Garbage and refuse must not be placed on decks, porches or elsewhere on the home-site. Open burning of leaves or trash is not permitted except by park management personnel for mobile home park cleanup. Disposable diapers, tampons and sanitary napkins must be placed in a refuse container (not in the toilet). Newspapers or magazines not already in plastic bags must be tied with twine when disposed of. Residents are required to keep home-sites free of health or fire hazards. In all events, containers and trash disposal must comply with applicable codes and ordinances. However, the Landlord shall not be responsible for any charges for excess containers or other items not included in regular garbage collection services, and such charges shall be charged back to the Tenant. In addition, a fine of \$20 per event will be charged if management observes a Tenant not placing trash inside the dumpster, or if the contents of trash placed outside the dumpster has information identifying a Tenant who is not observing the rules regarding refuse and garbage. There are two dumpsters located in the mobile home park. Lift all dumpster doors to find room for trash. If one dumpster is full, please use the other one. Management may approve outside burning for park cleanup by management personnel.

23. WATER AND SEWER LINES "WATER AND SEWER LINES". The mobile home park management will keep the main sewer and water trunk lines open and running at all times. Any stoppage of the branch line or freezing of water pipes is the responsibility of the Tenant. All lines and water meter must be properly protected by Tenant with heat tape and heat stick (where installed) and insulation during the winter months. No running of water to prevent freezing of pipes will be allowed. The Landlord shall not be liable for any frozen pipes. The tenant is responsible for repair costs to frozen pipes and water meters.

FINANCIAL AND LEGAL RESPONSIBILITIES "FINANCIAL AND LEGAL RESPONSIBILITIES"

24. SECURITY DEPOSIT "SECURITY DEPOSIT" . A security deposit of an amount not to exceed two months rent is required of residents prior to their mobile home being placed on site or ownership transfer. The security deposit will be returned when the Tenant leaves, gives proper notification, all rents and related charges are paid current, and the home-site is vacated in good and undamaged condition in accordance with management requirements and existing state or local laws, ordinances, and regulations. You must notify the mobile home community office of a forwarding address upon terminating your tenancy. This provision will survive the termination of a tenancy. Security deposits are non-transferable.

25. RENTS PAYABLE "RENTS PAYABLE" . Monthly home-site rents are due on the first (1<sup>st</sup>) day of each month and payable in advance by check or money order at the locked metal mailbox located outside the manager's office. If paying in cash, Tenant is responsible for hand-delivering cash envelope to manager in correct amount. If rent is not paid on or before the 5<sup>th</sup> day of the month, there will be a Twenty (\$20.00) Dollar additional charge assessed and Five (\$5.00) Dollars per day thereafter, not to exceed a total of Fifty (\$50) Dollars per month. Rent shall be paid by Tenant to Landlord with interest on all delinquent rental amounts at 18% per annum (18% A.P.R.) from the date due. Any rent payment marked or received after this period which does not include the full monthly rental may not be accepted. Tenants are not permitted to vacate the park prior to the end of their lease term unless rent is paid for the full period. **Note:** Tenants will be charged twenty dollars (\$20.00), for each personal check they write that is returned by the bank due to non-sufficient funds, the account being closed, or any other reason. Only money orders, cashiers checks or cash will be accepted in replacement of returned checks. A returned check will automatically trigger late fees, as outlined in the rules, and will be treated as rent nonpayment.

26. MOBILE HOME REGISTRATION "MOBILE HOME REGISTRATION" . Tenant shall disclose to Landlord, in writing, at the time the Rental Agreement is executed or at the request of Landlord, a form showing the following information with respect to any mobile home owned, used, or occupied by Tenant on the property subject to the Rental Agreement.

- a. The make year, and serial number of the mobile home;
- b. Whether the mobile home is paid for and, if there is a lien on the mobile home the name, address, and telephone number of any such lienholder; and
- c. The legal owner of the mobile home.

Tenant shall give written notice to Landlord within 10 days of any change in the information specified in subparagraph a-c of this Paragraph 27.

27. ELECTRIC, GAS, TELEPHONE "ELECTRIC, GAS, TELEPHONE" These utilities are provided to each home-site, where available. The responsibility for providing service to each homeowner is the sole responsibility of each utility company. The Resident will pay all deposits and bills rendered by the utility companies. Residents will not tamper with meters or equipment. Failure to pay utility charges will be deemed

to be a breach of the Rental Agreement. Tenant hereby grants to Landlord the right to obtain information from each utility provider about Tenant's account with the utility provider.

28. TELEVISION. "TELEVISION." Any Tenant who chooses to use cable television (if available) or satellite service will be required to pay all deposits and charges and deal directly with that company on service requests.

29. PETS "PETS" . Tenants who already own pets prior to receipt of these guidelines (dated January 2009), may keep, subject to management approval, these pets even though they may exceed 25 pounds. All other restrictions will apply: A maximum of two pets (one dog, one cat; or two cats). All pets must be pre-approved prior to allowance in the community. Residents must have written consent by management and agree to all guidelines on pet registration prior to bringing pets into the community. If asked to do so, pet owner must supply current number and type of pet to manager on a form provided by management. Dogs must be "house-type. 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 allowed to be tied outside in yard or on decks. Pets are not allowed in neighbor's yard or to run loose in the community at any time. Dog houses, dog runs, and dog kennels are strictly prohibited. Residents are responsible for picking up and disposing of pet droppings each time pet is taken out. Pets that are sold or die may be replaced only with prior approval of management, provided that new dogs may not exceed 25 pounds. Tenants must be responsible for all pet vaccinations. The Landlord reserves the right to decide, in its sole discretion which pets may remain in the park. If management receives three valid complaints about a pet, it will be subject to removal from the park.

30. FIRE HAZARDS "FIRE HAZARDS" . Each home must be equipped with a fire extinguisher and smoke detector.

31. TELEPHONE NUMBERS "TELEPHONE NUMBERS" . Each Tenant must provide management with his or her telephone number, even if that number is unlisted. This number will not be given to anyone not affiliated with the Landlord in managing the park.

32. NOISE CONTROL "NOISE CONTROL" . It is intended and expected that the park will be free from disturbing noises of any kind at all times. Vehicles with noisy mufflers will not be allowed in the park and any such vehicle belonging to a Tenant will immediately be repaired if it becomes loud. The use of any type or class of fireworks is prohibited in the park and the immediate perimeter of the park.

33. UTILITY REPAIR RESPONSIBILITY "UTILITY REPAIR RESPONSIBILITY" . The Landlord shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below grade level. Utility companies, such as telephone, gas and electric are responsible for their individual underground facilities leading to your home. In other words, the Landlord will be responsible for below-ground improvements and the resident shall be responsible for any damage and repairs above ground. Should the resident damage any below-ground improvements caused by malfunctioning heat tape, plumbing work or



digging, damage will be repaired by Landlord personnel or its contractors and charged to the Tenant. Should the blockage of a sewer line be the result of items discarded by the Tenant into the sewer, the cost of repair shall become that Tenant's responsibility.

**SPECIAL NOTE:** Housing units may be located above sewer lines and other utilities. If it becomes necessary to move one or more housing units in order to make repairs, affected residents will be given as much notice as is feasible under the circumstances. The Landlord will be responsible for the cost of moving the housing unit, relocating the housing unit either temporarily or permanently, and reconnecting utilities, but will not be responsible for any other or further consequential damages. Each Tenant takes and holds possession subject to this understanding, and with the knowledge that delay in the moving of such housing unit(s) may cause foreseeable, consequential damages to the Landlord, other Tenants, and others.

34. SIDEWALKS, PATIOS, PARKING SPACES "SIDEWALKS, PATIOS, PARKING SPACES"  
\_ It is the responsibility of each Tenant to keep sidewalks, patios, and on-site parking spaces free of ice, snow and all other hazards.

35. VEHICLES "VEHICLES" \_ Vehicles parked on home-sites must have current license plates or tags and be operable or be removed from the park. The exterior condition or appearance of all resident vehicles must look presentable. Large trucks or other vehicles over  $\frac{3}{4}$  ton are not permitted to be parked on-site. Trucks of this description are only allowed in the park temporarily for servicing the park or residents.

36. GARAGES "GARAGES" \_ Garages are not allowed on individual lots.

37. VEHICLE REPAIRING "VEHICLE REPAIRING" \_ Minor repairing on-site, such as changing spark plugs, points, fan belts, tires, batteries, etc., will be allowed. Repairs such as replacing mufflers, brakes, transmissions, engines, body refinishing, etc., are not permitted. Vehicles cannot be put up on ramps or blocks for repairing. Vehicles are not to be disabled for more than twenty-four (24) hours for repairs or maintenance.

38. TRAFFIC AND VEHICLE REGULATIONS "TRAFFIC AND VEHICLE REGULATIONS"  
\_ All traffic regulations and customary rules of the road will be obeyed throughout the park. A 10 mph. speed limit is enforced in all areas. Violators will be issued violation notices. **NO ILLEGAL, ON-STREET PARKING IS PERMITTED.** Residents are responsible for the actions of their guests.

39. MOTORCYCLES "MOTORCYCLES" \_ Licensed motorcycles may only be ridden to and from the resident's home. Motorcycles must have quiet mufflers. Homeowners will be held responsible not only for their own actions, but for actions of their guests as well. Motorcycles cannot be parked or stored on lawns. A motorcycle will be counted as one of two permitted vehicles and must be parked accordingly. Do not start your

motorcycle between the homes. Operation of mini-bikes, go-carts, dirt bikes or snowmobiles in the park is prohibited.

40. RECREATIONAL EQUIPMENT STORAGE "RECREATIONAL EQUIPMENT STORAGE"  
Boats, trailers, motor homes, unmounted truck campers and snowmobiles may not be kept on-site. These items must be kept outside the park. Vans and van-sized mini-motor homes may be allowed when used as a second vehicle and approved by management.

41. RECREATIONAL FACILITIES. "RECREATIONAL FACILITIES." Individual swing and slide sets may be installed on resident's own site only after approval by management. Small wading pools (six (6) foot diameter by twelve (12) inches deep, maximum) may be placed on home-sites, if located on the deck or driveway to protect grass areas and only after approval by management. Tents are allowed if only left up for a day or two and may not be put up longer as damage to the grass will result.

42. CHILDREN. "CHILDREN." Children under sixteen (16) years of age must be off the streets by 10:00 p.m. Parents will be held accountable for their children's actions and any damage caused by them. Children are not to play in the streets. Children are not to play on other resident home-sites without permission from the homeowner. Children must be supervised by a parent or adult sitter at all times.

43. RESALE OF MOBILE HOME "RESALE OF MOBILE HOME" Tenant shall not transfer or assign its interest in the Rental Agreement or the mobile home site nor shall Tenant rent the mobile home on a site to a third party without the Landlord's prior written consent. In the event Landlord provides such consent, the consent shall be deemed automatically revoked in the event Tenant, or any other occupant of the mobile home situated upon the site pursuant to any agreement with Tenant fails to comply with the terms of the Rental Agreement or these Rules and Guidelines. Tenant may resell the home on its site within the park so long as the home is not in a run-down condition or in disrepair, in which case, Landlord may require that the home be removed from the park within sixty days (60). In the event the purchaser of the home intends to leave the home on its site within the park, Landlord reserves the right to approve the purchaser as a Tenant. In order to obtain such approval, Tenant must have its home inspected by management. Additionally, any purchaser who intends to keep the home on the site, must apply for tenancy. In the event the home and the proposed Tenant are acceptable, management will issue a resale authorization approval form.

Prior to finalizing the sale of your home, after receiving a Resale Authorization Approval, your purchaser must have been accepted as a Tenant for the home-site; pay all applicable fees and deposits; and provide proof of ownership. Qualification for acceptance into the park for site rental will be based upon acceptance of terms of the then-applicable Rental Agreement and rules and regulations, and verification of credit, income, etc., of the purchaser. Resale inspection requirements include: type and condition of shed, skirting, steps, decks, porches and additions, exterior appearance, broken windows, exterior doors, air conditioner foundation or installation, exterior sewer pipes, tie downs, fire extinguisher (minimum rating: 2A-10-B-C) and a smoke detector, etc. Fire extinguisher and smoke detector must be approved by a nationally recognized, independent testing laboratory. The Tenant or the person selling the home is responsible to conform to all inspection requirements. No signs of

any kind shall be erected on the home-site or the exterior of the home.

44. MANAGER "MANAGER" . Rent payments and correspondence regarding park-related matters shall be given to the Manager for that purpose. In case of emergency, the Manager shall be notified but only after local authorities (i.e., police, fire department, ambulance, etc.) have been called.

#### LANDLORD'S RIGHT OF ACCESS "LANDLORD'S RIGHT OF ACCESS"

45. ABANDONMENT "ABANDONMENT" . If a Tenant abandons a home on a mobile home site, the manager will make a reasonable effort to notify the owner and/or lien holder of the home or other known claimant in a reasonable time, and inform such person(s) of their liability for any cost incurred for the site, including rent and utilities due and owing. The owner, lien holder and such claimants are jointly and severally responsible for payment of such costs. The home may not be moved from the mobile home site without a written consent from management acknowledging clearance for removal and showing all monies due and owing as paid in full or that a satisfactory agreement has been reached between owner and management.

46. EMERGENCIES "EMERGENCIES" . Management shall have the right to enter a home owned by a Tenant, or being purchased from Landlord by a Tenant, or being rented, if such access is necessary to prevent damage to the mobile home or mobile home site, is in response to an emergency situation, or the Tenant has abandoned the premises.

47. MAINTENANCE "MAINTENANCE" . Management shall have the right to enter onto the mobile home site or the mobile home, if said mobile home is being purchased or rented from the Landlord, and make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

48. ILLEGAL DRUG ACTIVITY "ILLEGAL DRUG ACTIVITY" . Management shall have the right to inspect periodically all common areas of the mobile home park for evidence of illegal drug activity. In addition, management will maintain a record of all suspicious activity suggesting the presence of illegal drugs. If you observe any of the following items, you must promptly report it to management:

- (a) Unusual odors;
- (b) Persons who appear to be under the influence of drugs;
- (c) Pipes for smoking drugs;

- (d) Scales for weighing drugs;
- (e) Other drug paraphernalia;
- (f) What appears to be illegal drugs; and/or
- (g) Other suspicious activity that suggests illegal drugs are being used, stored, purchased, sold, or delivered on the premises.

If deemed appropriate, suspicious activity will be reported to the local police department and the Federal Drug Enforcement Agency.

49. ROUTINE ACCESS "ROUTINE ACCESS" . Management shall have the right to enter onto the mobile home site for maintenance of utilities, protection of the mobile home park and to conduct periodic site inspections. Management may not enter a park-owned mobile home for the purpose of routine inspection or repair without the consent of the occupants (which cannot be unreasonable withheld), or prior to giving the occupant twenty-four (24) hours written notice of required entry. If the Tenant refuses to allow lawful access to the mobile home or mobile home site, management may terminate the Rental Agreement and recover actual damages sustained.

#### EMERGENCY CONDITIONS "EMERGENCY CONDITIONS"

50. IMPORTANT NOTICE. SHELTER FACILITIES FOR SEVERE WEATHER CONDITIONS, TORNADOES, HURRICANES, ETC., ARE NOT AVAILABLE IN THIS PARK "IMPORTANT NOTICE. SHELTER FACILITIES FOR SEVERE WEATHER CONDITIONS, TORNADOES, HURRICANES, ETC., ARE NOT AVAILABLE IN THIS PARK". During severe weather, residents and all other non-residents in the park are responsible for taking their own safety precautions.

51. The streets should not be blocked by parked vehicles in the event that there should be a need for emergency vehicles to enter the park.

#### MISCELLANEOUS

52. INDEMNITY. TENANT(S) HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS "INDEMNITY. TENANT(S) HEREBY AGREE TO INDEMNIFY AND HOLD

HARMLESS" management of Great River Country Village, Junkins Properties, LLC and its owners from and on account of any damage or injury by fire, theft or accident to any person(s) , or to the furniture, equipment, records, goods, wares, mobile home or merchandise of any person(s) arising from the failure of a resident to keep the mobile home and his/her lot in good condition as herein provided, or arising from the negligence of any co-tenants or their guests, or by any owner or occupant of adjoining or contiguous mobile homes. Tenant agrees to pay for all damages or injuries to management or other tenants, their guests and families caused by the Tenant or his/her family or guests, whether by negligence or misuse of the mobile home property or its facilities or otherwise.

53. WEAPONS. "WEAPONS." No firearms, BB guns, air rifles, pellet guns or other weapons of any kind are to be shot or used within or toward the mobile home park. Use of bows and arrows is also prohibited.

54. OPTIONAL IMPROVEMENTS "OPTIONAL IMPROVEMENTS" . Tenants may, with the consent of management, make improvements to their premises. Upon termination of the Rental Agreement, the Tenant must leave the site in substantially the same or better condition than existed upon taking possession.

55. HEALTH AND SAFETY "HEALTH AND SAFETY" . It is the responsibility of each Tenant to maintain his or her mobile home space and the home, if also being purchased, in as good a condition as when the Tenant took possession, comply with all obligations primarily imposed upon Tenants by applicable provisions of the city, county, and state codes materially affecting health and safety; keep that part of the mobile home park that the Tenant occupies and uses reasonably clean and safe; dispose of all rubbish, garbage, and other waste from the Tenant's mobile home space in a clean and safe manner; not destroy, deface, damage, impair or remove any part of the mobile home park or knowingly permit any person to do so; and conduct himself or herself and require other persons in the mobile home park with his or her consent to conduct themselves in a manner that will not disturb the Tenant's neighbors' peaceful enjoyment of the mobile home park.

56. REMEDY "REMEDY" . If a Tenant's failure to comply with the requirements of Rule 55 above materially affects health or safety or causes destruction or disrepair and the Tenant fails or refuses to correct such failure or make repairs as promptly as conditions require or within fourteen (14) days after written notice from the Landlord, whichever is first, the Landlord may enter the mobile home site and the home, if also being purchased, and make the repairs and correct deficiencies and submit an itemized bill of the costs as additional rent. Such amounts shall be due on the first of the month following such submission and shall accrue interest at eighteen (18%) percent per annum until paid in full.

57. INTERPRETATION "INTERPRETATION" . Headings used in the Rental Agreement or in these Rules and Regulations are for convenience only. Tenants are responsible to read such documents in full and to be familiar with their contents. Headings do not alter or limit the text. References to management include the Landlord, the Manager, and any designee of the Landlord.

58. AMENDMENTS. The Landlord reserves the right, from time-to-time, to revise, amend, or modify the contents of these Rules and Regulations. Residents will be notified of the rule revision thirty (30) days prior to the revision or addition to the rules being effective. A copy of the revision or addition will be sent to each Tenant. It is understood and agreed that the distribution of a revision or addition to the rules to each homesite will be deemed sufficient notification, and residents will govern themselves accordingly.

59.. EQUAL APPLICATION FOR GUIDELINES "EQUAL APPLICATION FOR GUIDELINES"  
\_ These rules and regulations are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these Rules and Regulations is the committed responsibility of Great River Country Village, and will be maintained by its management personnel. The management of Great River Country Village invites you to bring all matters affecting your tenancy to their attention.

60. GRANDFATHER PROVISION "GRANDFATHER PROVISION" \_ Existing improvements (except fences) which do not strictly comply with these Rules and Regulations will be permitted, subject to management approval, to continue in place until the home on the lot is sold, there is a change in possession, or their condition is, or deteriorates to the point, such that they are either unsafe or unattractive in appearance, whichever event first occurs. The acceptability of their condition will be determined in the sole discretion of the management.

The number and type of pets allowed in the park must conform to current standards, unless approved on a case by case basis which will be determined in the sole discretion of the management. Tenants must submit pet information when requested by management.

61. ACKNOWLEDGEMENTS "ACKNOWLEDGEMENTS" \_ Each Tenant must sign an acknowledgement of receipt which is included with these rules and regulations in the form shown at the end of these Rules and Regulations or any amendments thereto, and return it to the management within ten (10) days. Failure to return the signed acknowledgement of receipt is grounds for termination by management.

Send mail to [webmaster@grcv.org](mailto:webmaster@grcv.org) with questions or comments about this web site.

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