



Rules & Regulations of the Stover Heights Retirement Community

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I. Compliance with Lease Agreement

A. Tenant and Landlord

1. Tenant and Landlord concur that Stover Heights Retirements Community (SHRC) is a “retirement community.”
2. The tenant must comply with all terms and conditions of the written Rent Agreement entered into with the Stover Heights Retirement Community owner(s) and/or manager(s), herein referred to as Landlord.
3. Tenant will notify the Landlord in writing of any change in the information contained in the Application within ten (10) days of the change.

B. Rent

1. Monthly rent shall be paid in advance on or before the first day of each month. Acceptable payment methods include:
 - The most convenient is to utilize our online payment option. If you like to pay bills online, please call us (515-232-5240) to set up an account. You can



choose to make one-time payments or schedule automatic payments. *Note: You will need an email address for online payments.*

- Mailing checks payable to Stover Heights Retirement Community to Triplett Companies PO Box 407 323 Fifth St. Ames, IA 50010
 - Placing it in the drop box at the Stover Heights office. We will be picking up checks around 4pm on the 5th of each month. Checks in the box at the time of pick up will be considered “on time.”
2. Any lot rent not received by the 5th day of the month will incur a late payment charge of \$30.00. This fee will be treated as additional rent due because of the delinquent lot rent payment. By acceptance of possession, the tenant agrees that the actual damages occasioned by late payment are difficult to ascertain with certainty and that the amount of liquidated damages specified above is a reasonable estimate of such actual damages.
 3. An additional charge of \$30.00 will be assessed for return of any check marked insufficient funds.

C. Termination of Lease Period & Deposit Return

1. Upon termination of the lease agreement, Tenant shall provide Landlord with a forwarding mail address.
2. Within 30 days of such termination and delivery of mailing address the Landlord will return the Tenant’s deposit or a written explanation of reasons for withholding deposit or any portion thereof.
3. If no forwarding address is provided to the Landlord within one year of the termination of the tenancy, the rent deposit shall become the property of the Landlord.

II. Use of Premises

A. Retirement Age Required

1. At least one Tenant residing in each manufactured home must be 50 years of age or older at the time the Rent Agreement is signed.
2. The Landlord reserves the right to waive this rule at their discretion in compliance with applicable law.
3. If only one tenant in a manufactured home is 50 years of age or older and that Tenant leaves or dies, other Tenants in the manufactured home may remain unless by doing so they would cause SHRC to lose its status as “housing for older person” under applicable law. In that event, the Tenants who are not 50 years of age or older agree to vacate the manufactured home in a timely manner at the Landlord’s request.

B. Children

1. No children are permitted to live or stay in SHRC except as temporary guests.
2. All children must be under adult supervision at all times.



3. Children are not allowed to play around utility buildings, in other Tenants yards, or in the street.

C. Tenant Occupancy

1. The tenant shall personally occupy the Tenant's manufactured home only as a dwelling unity.
2. Tenant may not rent the manufactured home to any person unless prior written consent is obtained from the Landlord.

D. Guests

1. A guest is anyone other than the Tenant(s) listed on the Application & Registration Form. Only persons approved by the Landlord and listed on the Application & Registration Form may occupy the manufactured home.
2. Residents are permitted to have an occasional non-resident guest for a period of up to two weeks at no additional charge.
3. Tenants who wish to have guests longer than two weeks must obtain prior written approval from the Landlord and there will be assessed a minimum charge per month equal to one-half of the current month's rent which shall be due and payable in advance.
4. The Landlord deserves the right to deny admittance to any visitor to the Community and to deny access to anyone that the Landlord reasonably believes will be disorderly or who will fail to abide by these Rules and Regulations.
5. Tenants will be held responsible for the conduct of their guests.

E. Orderly Conduct

1. All Tenants and their guests must avoid excessive noise, particularly after 10:00pm and before 7:00am.
2. Any Tenant that is convicted of serious violation of the laws is subject to immediate eviction.
3. The Tenants and their guests must conduct themselves in a manner that will not disturb the peaceful enjoyment of the community.
4. Tenants are prohibited from participating in any illegal activity in the Community, including the use, transfer, possession, creation, or storage of illegal drugs. Any Tenant who violates this provision will have his/her Rent agreement immediately terminated as allowed by law. The Landlord shall have the right to inspect periodically all common areas of the Community for evidence of illegal drug activity.
5. Landlord will maintain a record of all suspicious activity suggesting the presence of illegal drugs and, if deemed appropriate, suspicious activity will be reported to the local police department and the Federal Drug Enforcement Agency.

F. Abandonment of the Manufactured Home

1. If a Tenant abandons a manufactured home on a lot, the Landlord may notify the legal owner and/or lien holder of the property and inform them of the liability for any costs incurred providing space for property, including rent and utilities due



and owing. The legal owner and/or lien holder are jointly and severally responsible for payment of such costs.

2. The abandoned manufactured home may not be moved from the lot without written consent from the Landlord showing clearance for removal and that all monies due and owing have been paid in full, or an alternate agreement has been reached between the legal owner and the Landlord.

G. Sale of Manufacture Home

1. Tenant may sell his/her manufactured home if the manufactured home is to be moved from the Community.
2. Should the tenant sell the manufactured home to a person wishing to live in the Community, then the Landlord reserves the right to approve or disapprove of the purchaser.
3. In the event of a sale to a third party and in order to upgrade the Community, the Landlord may require that any manufactured home in disrepair be removed from the Community within 60 days.

H. Solicitation

1. No peddling, soliciting or commercial enterprise is allowed in the Community without written consent of the Landlord. Commercial enterprise, includes but is not limited to, babysitting for individuals other than registered Community Tenants on a regular basis.

III. Improvements

- A. A tenant may, and is encouraged to, make improvements to his/her manufactured home and/or lot space.
- B. Tenants must seek and obtain written approval of the Landlord prior to any such improvements being made to either the manufactured home or the premises.
- C. All improvements must be confined to the Tenants leased lot. Upon termination of the SHRC Rent Agreement, any improvements shall remain the property of the Landlord unless Tenant pays for removal and restoration of the property.
- D. Tenant is responsible for complying with the city codes and locating utilities before constructing any approved improvements.

IV. Tenants Duty to Maintain

- A. A Tenant shall maintain his/her lot and manufactured home, in as good a condition as when the tenant took possession.
- B. Lots must be kept reasonably clean and safe and tenants must dispose of all garbage as required by applicable local law.
 1. If Tenants failure to comply with their duty to maintain the manufactured home or lot materially affects health or safety and the Tenant fails or refuses to correct



failure or make necessary repairs Landlord has the right to enter the premises and make repairs with a 14-day written notice. Cost of repairs will be charged to tenant as additional rent and will be due on the first of the month and shall accrue interest at 12% per day until paid in full.

- C. It is the responsibility of each Tenant to keep his/her lawn mowed and trimmed using their own lawn maintenance equipment.
 - 1. If lawn and lot maintenance are neglected by Tenant, the Landlord reserves the right to perform this maintenance at the rate of \$45.00 per hour (minimum charge of \$45.00), which will be treated as additional rent due on the first day of the following month.
- D. It is the responsibility of each Tenant to keep trees trimmed and remove dead branches from their lot.
- E. Tenants may not deliberately or negligently destroy, deface, damage, impair or remove any part of the Community or knowingly permit any person to do so.
- F. All toys and miscellaneous items must be kept out of the front yards at all times, except when in actual use.
- G. The tenants yard and patio shall be kept clear of all lawnmowers, tires, tools, etc. at all times.
- H. Burning of trash or leaves on manufactured home lot is prohibited.

V. Landlords Right of Access & Inspection

A. Access

- 1. The Landlord shall have the right to access any manufactured home owned by a Tenant if such access is necessary to prevent damage to a lot or is in response to an emergency situation.
- 2. The Landlord shall have the right to show the manufactured home to prospective or actual purchasers, mortgagees, Tenants or contractors.
- 3. The tenant will permit access under, around and throughout the manufactured home, upon receiving reasonable notice for the purpose of repairing or inspecting the water system and/or hydrant.

B. Inspections

- 1. The Landlord may enter the manufactured home or lot to inspect the property at any time after a 24-hour notice.
- 2. Annual inspections of anchoring systems may be required by the Landlord.
- 3. If the tenant refuses to allow lawful access to the manufacture home or lot, the Landlord may terminate the Rent Agreement and recover actual damages sustained.

VI. Pets



- A. A pet will be defined as a cat or a dog residing in the home of a Resident of Stover Heights Retirement Community.
- B. Any other type of “pet” is specifically not allowed in Stover Heights Retirement Community.
 - 1. Any cat or dog must be approved and register with Landlord in writing.
 - 2. There is a 2 (two) pet limit
 - 3. No single pet may exceed 30lbs
 - 4. No aggressive breeds allowed
- C. Any pet shall be restrained on a leash when outside the manufactured home.
- D. Pet Waste and Pet Tethering
 - 1. Tethering of pets in not authorized at any time.
 - 2. Pet owners must clean up after their pets at all times.
 - 3. Pet Waste and Pet Tethering fines are as follows:
 - 1st Offense = Warning*
 - 2nd Offense = \$25 fine*
 - 3rd Offense = \$250 fine*
- E. The pet must not disturb the peace and well-being of other Residents. If a problem arises the pet will no longer be allowed in the Community.

VII. Parking

A. Vehicles

- 1. Tenant(s) are not permitted to park in the street at any time. Such vehicles will be towed away at Tenant’s expense and the towing charges immediately due with the next scheduled lot rent.
- 2. Tenant(s) shall have no more than two vehicles parked at the manufactured home lot.
- 3. Guests must park in the Tenant’s driveway if there is room to do so.
- 4. Under no circumstances will parking of semi-trucks or semi-truck tractors be allowed.
- 5. There shall be no motorcycles, motorbikes, mopeds, go-carts or snowmobiles allowed at the Tenants lot in the Community without express permission from the Landlord.
- 6. Under no circumstances will parking be permitted on lawns or where blocking pedestrian walkways.
- 7. No large trucks are permitted to be parked in Tenant lot.
- 8. No repairing of vehicles or mechanical work on vehicles is permitted in the Community.



9. Motor vehicles not able to run on their own power will not be allowed in the Community beyond a reasonable time period.
 - a. After a reasonable time period, such vehicles will be towed away at Tenant's expense and the towing charges immediately due with the next scheduled lot rent.

B. Overflow Lot

1. Tenant must obtain a key from the Landlord to the entrance of the Overflow Lot. This key is not to be reproduced and must be surrendered at the time the Tenant vacates the manufactured home.
2. Boats, travel trailers, campers, and motor homes must be parked in the north overflow lot only, in a uniform manner, and may be taken to the Tenant's lot only to load and unload.
3. No tenant shall have more than **two** vehicles in the overflow lot.
 - a. Vehicles must be in good working order and not permanently stored in lot.
 - b. Anything parked in the lot must have current and legal registration and must be on file with the Landlord.
 - c. Any vehicle, boat, trailer, camper etc. not legally registered and filed with Landlord will be towed.

VIII. Insurance

A. Tenants Liability

1. The Rent Agreement requires that the Tenant maintain liability insurance naming the Landlord as an additional insured as it relates to the manufactured home lot rented by the Tenant.
2. Tenant will not use the premises for any purpose deemed hazardous by insurance companies carrying insurance thereon.

B. Landlord Liability

1. The Landlord and its agents will not be responsible for loss due to fire, theft or accident, including any accident arising on the grounds of the Community if not attributed to negligence of Landlord.

IX. Lot Exteriors & Common Areas

A. Lot Exteriors

1. No bushes, hedges trees or fences may be planted or erected without prior written approval from the Landlord.
2. Trees, shrubbery or gardens may not be planted until Tenant has received written approval as the placement, and shall remain the property of the Landlord unless Tenant pays for their removal and the subsequent restoration of the premises.
3. Tenant shall not do any digging without written approval from the Landlord.



4. All awnings, carports, garages, steps, porches, storage sheds or other exterior structural improvements must be approved in writing by the Landlord.
5. All manufactured homes shall be continuously equipped with adequate tie-downs as pre-approved by the Landlord or required by law.
6. Wheels must be removed before a manufactured home is blocked and tied down.
7. All manufactured homes must be skirted and winterized within sixty (60) days of entry using skirting approved by the Landlord.
 - a. Tenants must continuously maintain all skirting.
8. Any home coming into the Community must have a porch or patio cover whose size will depend on the size of the manufactured home
 - a. Any manufactured home sold and allowed to remain in the Community must meet the same requirements as new manufactured homes coming in and have a porch/patio cover and approved vertical skirting.
9. No "For Sale" or "For Rent" signs or any other advertising signs are permitted anywhere in the Community.
10. Window air conditioners are permitted in the manufactured homes only with prior written approval of the Landlord.
 - a. Such units must not be installed in the front, "street" side of the home, and may not be located anywhere inordinate noise will be caused to the detriment of others.
 - b. Central air conditioning is recommended for all manufactured homes in the Community.
11. No laundry may be hung outside the manufactured home except on umbrella-type lines, which must be located at the rear of the lot.
12. Exterior paint colors must be approved in advance by the Landlord. Tenants will be responsible for exterior repainting required to keep the leased premises in an attractive manner and consistent with a uniform standard of appearance established by the Landlord.
13. Manufactured homes cannot be moved in or out without the Landlord being present to supervise said movement.
 - a. No manufactured home may be moved out of the Community without all sums of money due to the Landlord being paid in full.
14. Tenants must keep yard lights clean and lit.
15. Each tenant may have a storage shed of a design and constructed with building materials approved in advance by the Landlord.
 - a. The storage shed must be placed at the rear of the home. Any other location for a shed must be approved in advance by the Landlord in writing.
 - b. The storage shed must have a concrete foundation.

X. Utilities



A. Connections

1. To ensure efficient management with the various providers of utility services it is necessary for the Landlord to supervise the placement of each manufactured home and the completion of all utility hook-ups.
2. Tenants must comply with requirements designed to standardize the methods of utility connections.
3. Charges commensurate with such services by the Landlord will be the responsibility of the Tenant.
4. The Tenant will be responsible for all utility services (except water, sewage, and refuse collection), and any deposits required by the utility providers.
5. Tenants must meet all requirements of the City and State Health Department in the use of the premises.
6. Utilities may include without limitation sewer, gas, electric, telephone, and cable television.

B. Water Usage

1. Residents shall make all efforts to conserve water.
2. Lawns shall not be watered, except with the prior written approval from Landlord.
3. Trees, shrubs, flowers, new sod, or seed may be watered, but not in excess.
4. Motor vehicles may be washed only using a bucket of water.
5. Washing clothes for non-residents is prohibited.

C. Line Maintenance

1. Any maintenance or repair of water, sewer, gas, cable or telephone lines above ground will be charged to the Tenant.
2. Tenant water lines must be appropriately heat taped at all times.
3. The Landlord will keep the main and trunk sewer and water lines open and running free at all times. Any stoppage which requires 25 feet or less of sewer clearing will be the responsibility of the tenant.
4. Any stoppage of the branch line or freezing of water pipes is the responsibility of the Tenant.
5. All lines must be properly protected during winter months by insulation and heat tape. The Tenant is responsible for periodically checking heat tape and replacing as needed.
6. No running water to prevent freezing of pipes will be allowed.

D. Garbage

1. Residents are allowed one (1) trash receptacle.
2. Garbage will be collected from the curb at regular scheduled intervals.
3. Garbage must be in plastic bags or boxes and placed in the trash receptacles.
4. Trash receptacles are to be kept at the rear of the manufactured home and enclosed so they are not visible except at the time of refuse collection.
5. If the trash receptacle is filled with water or snow the receptacle will not be emptied by the waste management company.



6. Tenant must pay the sanitation collector fees for furniture, appliances, yard waste, tires, etc., at the time of their disposal.

E. Snow Removal

1. The Tenant assumes responsibility for snow removal from his/her walk, porch, patio, and driveway unless the Landlord agrees to do so at his election.
2. No parking in the street is allow during snow removal.

XI. Change in Stover Heights Policy

- A. The Landlord reserves the right to make changes, additions, deletions or amendments to the Rules and Regulations governing the Tenant’s use and occupancy.
- B. Notice of changes in the Rules and Regulations will be given to all Tenants thirty (30) days before they become effective.

XII. Local Ordinances

- A. Stover Heights Retirement Community is considered a part of the City of Des Moines by annexation.
- B. Pursuant to Section 20-33 of the Fire Protection Ordinance of Des Moines, each home must be equipped at all times with one approved U.L. listed fire extinguisher of not less than 5-B-C rating.
- C. Smoke detectors should also be installed by each Tenant within the manufactured home.
- D. The speed limit in the Community is 10 miles per hour and must be strictly observed.

Tenant cooperation in following the Stover Heights Retirement Community Rules and Regulations is sincerely appreciated. By signing below, you agree and acknowledge that you have read and understand the rules and regulations and that you have been provided a copy. You also agree that non-adherence may constitute adequate reasons for immediate eviction from the Community.

Tenant Date

Tenant Date

Tenant Date

Landlord Date