

# THE PADDOCK AT SADDLEBROOK COMMUNITY COVENANTS

## **THE COMPANY NAME**

The Paddock, LLC (*Owner*) is represented by AM Management, Inc. (*Management*) whose responsibility is to manage day-to-day operations of The Paddock at Saddlebrook (*Community*). All matters pertaining to rental of home sites and Community Covenants will be addressed by Management. These names and/or their symbols shall not be reproduced for any purpose without the expressed, written consent of the principal owners.

## **MANAGEMENT COMMITMENT**

Management shall make every reasonable effort to ensure that the covenants provided herein are enforced to provide a quiet, safe and enjoyable atmosphere for the residents of the Community.

## **HOMEOWNER COMMITMENT**

Homes within Saddlebrook shall be maintained in a clean and attractive condition by the resident, complying with all applicable laws, ordinances and regulations of the state, county, city or township, and the Community and Architectural Covenants.

## **HOMESITE**

### **HOME**

Manufactured homes moving into the Community will be of the current model or manufactured year, new and untitled. The home must be a minimum of not less than 44 feet in length and not less than 26 feet in width and be greater than 1200 total square feet of living space, excluding all enclosed porches and garages. All homes are to be multi-section homes. (See Architectural Covenants for more details).

### **SET-UP**

The creation and set-up of manufactured homes must conform to the regulations presented by Management as defined in the "Home Installation and Architectural Covenants". Set-up must be performed by a reputable, licensed and insured dealer or service company to guarantee high quality workmanship. Set-up will be inspected by Management. The home shall be lowered to a suitable level and tied down with devices prescribed by Management, local or state codes and requirements.

### **SKIRTING**

The manufactured home must be skirted within 30 days of occupancy by a reputable, licensed and insured company, unless a foundation set is used. Skirting materials must be approved by Management. Such material must conform to the specifications listed in the Architectural Covenants entitled "Foundation Skirting". Skirting, once in place, shall be kept in good repair and appearance at all times.

### **LANDSCAPING**

All plans to alter landscaping must be submitted to Management for approval prior to commencement. Landscaping improvements shall at once become a part of the real property of the Community and belong to Owner and shall remain upon, and be surrendered with, the homesite upon vacating. Management has the option to refuse the altered land, in which case the resident at his or her expense, shall remove all such landscaping planted by the resident before leaving the Community. The resident shall also be responsible for repair of any damage to the real property caused by the removal and to restore the property to its condition at the time of occupancy. If the homesite is not repaired to Management's satisfaction, the resident may be charged for services and materials needed to make necessary repairs.

### **LAWN CARE/SNOW REMOVAL**

Each resident shall be responsible for the mowing, trimming, fertilizing and weed control of the lawn and general maintenance of the homesite including trees and shrubs. Grass cannot be grown to a height greater than 3 inches. Each resident is also responsible for the removal of snow from the walks and drives of their homesite. Neglected homesites, including grass cutting, collection of litter, removal of dead trees and shrubs, weed control and snow removal will be maintained by Community maintenance at a charge of \$40/hr (one hour minimum) plus cost of materials for each instance in which the neglect by the resident results in Management intervention.

## **HOMESITE**

Residents should keep their homesite attractive for the aesthetics of the Community. When not in use, all tools, lawn mowers, toys and miscellaneous items must be kept in a storage building or garage. Storage of objects under the home, which constitutes a fire or health hazard, is not permitted. Changes in home size, home additions or attachments to the home, must first be approved by Management. Homeowners and service companies are required to apply for a permit from the necessary authorities and from Management before any of said changes may be made. Installation of any type of fencing, vegetable gardens or landscape items required the specific approval of Management to ensure non-interference with underground installations, local and state codes.

Basketball hoops, including portable basketball hoops are allowed if basketball hoop is in good condition, noise is monitored at all times and playing time is restricted to daylight hours. Small wading pools may be placed on the homesite, if located on a patio to protect grass areas, provided summer water ban restrictions are not in effect. Small sandboxes may also be placed on the homesite. All other items are subject to review by Management. Management reserves the right to prohibit items.

## **PATIO/LAWN FURNITURE**

Residents shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored when not in use.

## **FIREWOOD**

Residents with wood-burning fireplaces must store their firewood in a neat and orderly manner not visible from the street and in such a manner to deter fire, rodents and unsightly appearance. A maximum of one-half face cord of wood can be stored on site. Management will advise you should there become a problem with your firewood storage methods. A resident not complying with Management's recommendations must remove all firewood from the site.

## **REFUSE DISPOSAL**

Weekly refuse pick-up will be furnished to each homesite by Management. Your Community Management personnel will notify you of your designated pick-up day. *Only* the refuse containers and their contents are to be placed at the curbside the morning of the designated pick-up day and returned to the storage area the same day. Except for the pick-up day, refuse containers cannot be placed at curbside. Residents shall be responsible for arranging for removal of large, bulky items at their own expense. Residents should see Management for details on how to obtain additional containers and recycling bins. Residents are required to keep their homesites free of health and/or fire hazards. Three violations in regard to refuse shall be cause for eviction.

## **FINANCIAL AND LEGAL RESPONSIBILITIES**

### **APPLICATION FOR RESIDENCY**

All residents must complete, prior to occupancy, an application for residency as part of a resident interview process. Residents will be notified of approval or disapproval within three business days.

### **REGISTRATION**

Homeowners are responsible to register occupants residing in his or her home, other than casual guests who stay with residents no longer than 7 days, vehicles and current license numbers and pets, if applicable, at the Saddlebrook Community Office. *This registration must be kept current and any changes must be reported immediately.* All occupants must be registered with Management.

### **LEASE**

The lease term is indicated on the accompanying lease, provided said resident abides by all of the Community Covenants.

### **ASSOCIATION AND COMMUNITY FEE STRUCTURE (FEES)**

All association and community fees, per your lease agreement, are due and payable by the close of the first calendar day of the month. Fees may be mailed or personally delivered to the Management office. A late fee of \$25 will be charged if the monthly fee is not paid in full by the close of the fifth day of the month. Any payment received after the close of business on the fifth day of the month, which does not include the late payment fee, will be accepted by our Management office and will be subject to the delinquent fee process as described in the following section and in the residential ground lease agreement. All payments received will first be applied to the oldest outstanding balance due on the Resident's account and payable and then too current charges. Residents will be charged \$25 for each personal check returned by the bank for any reason including insufficient funds or a closed account. Management may, at its discretion, report all late payments and court action to any credit-reporting agency. If a total of 3 payments are returned because of insufficient funds in any twelve-month period, the resident shall be required to submit the fee payment in the form of a money order or cashier's check.

## **DELINQUENT ASSOCIATION AND COMMUNITY FEE**

Association and community fees paid after the three-day notice is received, can only be paid at the Management office. Residents not having paid their fee at the Management office three days after the due date indicated on the Notice of Delinquency shall cause legal action to be initiated by Management. Said resident may then be subject to pay as non-refundable fees and/or charges, all expenses and costs reasonably related to these proceedings including, but not limited to, the following:

- Preparation and filing of Forcible Entry and Detainer papers.
- Reasonable attorney's fees, service fees and court costs incurred by the Community's attorney.

## **VACATING SITE**

Residents who intend to remove their home from the site upon the expiration of their lease must provide to Management notice of intent to remove the home, in writing, at least thirty (30) days prior to the expiration of the lease. The removal of a home by the resident prior to the expiration of the lease term will not excuse the resident's continued liability for Association and/or Community Fees until the expiration of the lease term or until Management is able to lease the homesite, whichever occurs first.

## **UTILITIES**

Water, sewer, electricity, gas, cable and telephone extensions are provided to each homesite. The responsibility for supplying service to each homeowner is the sole responsibility of each utility company. Contact the management office for the phone number and address of the utility companies.

## **PETS**

No pets are allowed without written approve of Management. No pet shall be permitted in the Community unless the homeowner presents valid written proof at the Community office that the pet has been properly inoculated and licensed in accordance with state, county or local laws. Pet owners are required to comply with pet immunization and licensing requirements each year. Pets may be outside only if the resident is at home and must not be left outside for extended periods of time or during extreme hot or cold temperatures. Pets are not allowed to run loose throughout the Community and must be kept on a leash when outside the home unless the pet is in an approved fenced area on the home site per the City Code. The pet owner is solely and totally responsible for the behavior of the pet and shall deter excessive barking which would create a nuisance for other residents. Pet owners are responsible for the immediate removal of any litter deposited by their pet, whether on public or private sites. Shelters, doghouses or runs will not be permitted on the home site. Damage to yards caused by pets shall be immediately repaired by resident.

## **VEHICLE REGISTRATION AND REGULATIONS**

### **PARKING**

Parking is provided for one or more vehicles on each homesite. *No parking is permitted on the sidewalks or lawns.* Vehicular parking is prohibited within 10 feet from any fire hydrant. Fire, ambulance or other emergency vehicles cannot serve your needs when parked vehicles restrict the right-of-way. Visitors may park in the street for a few hours at a time. Vehicles parked in the street or left unattended for an extended period of time will be towed from the community at the owner's expense. Paving for additional parking may be installed, at the resident's sole expense, provided the additional parking area is not in violation of local and state regulations and prior Management approval is obtained for said additional parking. Overflow vehicles will be required to park in the Community parking areas designated for guests.

### **VEHICLES**

Vehicles kept on homesites or in Community parking areas must have current license plates and be in good working condition or they will be removed from the Community. The exterior condition or appearance of all resident vehicles must look presentable. Vehicles damaged by an accident must be repaired within 90 days and cannot be kept within the Community if inoperable. Resident vehicles that leak oil or gas shall be repaired within 90 days. Residents are required to clean up unsightly oil deposits caused by their vehicles or their guests' vehicles and will be held responsible for clean-up and/or replacement of the damaged surface. Trucks, one-ton or over, dual wheel, stake, tow, service vans or pick-ups and standard vans with unsightly service equipment are not permitted to be parked on site or in Community parking areas. Vehicles of this description are only allowed in the Community for servicing the Community or residents.

## **VEHICLE WASHING**

Resident-owned vehicle washing will be allowed if minimal and biodegradable soap and water are used. No vehicle washing will be allowed if water bans are in effect.

## **VEHICLE REPAIR**

Minor repairing on site, such as changing spark plugs, points, fan belts, tires and batteries will be allowed. Tires and batteries must be promptly removed from the homesite and should be disposed of properly. Repairs such as oil changes, replacement of mufflers, brakes, transmissions, engines and/or body refinishing are not permitted. Vehicles cannot be put on ramps or blocks for repairing.

## **TRAFFIC AND VEHICLE REGULATIONS**

All traffic regulations will be observed and obeyed throughout the Community. A 15 miles per hour speed limit is in effect in all communities. Residents are responsible for their guests' actions.

## **MOTORCYCLES**

Licensed motorcycles and scooters may only be ridden to and from the resident's home. Homeowners will be held responsible for guests. Motorcycles cannot be parked or stored on the homesite lawn. Operation of mini-bikes, go-carts, dirt bikes, skateboards and three/four wheel all-terrain vehicles are prohibited in the Community.

## **RECREATIONAL EQUIPMENT**

Boats, trailers, motor homes, unmounted truck campers and snowmobiles may not be kept on the street or in Community parking areas. Passenger vans and van-sized mini motor homes may be allowed when used as a second vehicle and approved by Management. Management or its sole owners, assumes no responsibility for fire, theft, vandalism or damage of any nature to items stored in the storage area. All residents using this area will be held responsible to carry insurance for their own equipment.

## **RESPONSIBILITIES TO ENSURE CONVENIENCE, PRIVACY, COMFORT AND SAFETY**

### **MINORS**

Residents under 18 years of age (Minors) not accompanied by an adult resident of the Community are not allowed to loiter around Community facilities or roam Community streets after 10:00 pm. Parents will be held accountable for the actions of their minor family members or guests and any damage caused by them. Minors found defacing and/or destroying Community property shall be banned from Community facilities and residents may be billed for damage caused by their minor family members.

### **NOISE CONTROL**

It is the purpose and intent of the Community to guarantee freedom from disturbing noises of any kind *at all times*. Loud voices and excessive or abnormal use of television, radio and in particular, stereos, is not permitted at any time. The use of any type or class of fireworks is prohibited in the Community and the immediate perimeter of the Community.

### **RESPONSIBILITY FOR REPAIRS**

Management shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below ground level. Utility companies such as telephone, gas and electric and cable are responsible for their individual underground installations leading to your home. Management 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 Management personnel or its contractors and charged to the resident. Should the blockage of a sewer line be the result of items discarded by the resident into the sewer, the cost of repair shall become that resident's responsibility.

### **SIDEWALKS, PATIO AND PARKING SPACES**

Sidewalks, patios and parking spaces that are allocated for the homesite shall be swept and kept clean of dirt, debris, snow and ice by the resident homeowner. All snow must be shoveled onto the homeowner's site and not in the street.

### **PUBLIC CONVENIENCES**

The public conveniences in the Communities are maintained as a service to the resident and should be respected and cared for in the same manner as their home. Your cooperation in keeping rest rooms, or any other utility buildings clean and serviceable is essential and appreciated. Any irregularities in the operation of these conveniences should

be reported to Management immediately. Please leave all equipment, machines or fixtures clean and turn off all lights and faucets.

### **SOLICITING**

No soliciting or peddling by private or commercial enterprises can be performed within the Community. Solicitors encountered by residents should be reported to Management.

### **RECREATIONAL FACILITIES**

Recreational facilities such as the clubhouse, card rooms and patios or any other building or rooms designed for recreational purposes are for the non-exclusive use of residents and their guests. The homeowner resident must accompany guests at all times. Posted regulations for the proper use of all facilities will be observed. Equipment and facilities used by residents and their guests will be used at their own risk. Residents will be held responsible for damages and breakage.

### **CLUBHOUSE REGULATIONS**

The clubhouse and its various facilities are for the non-exclusive use of community residents, their families and their guests. It is understood that any guest must be accompanied by the homeowner. The use of such equipment and facilities is at the express risk of the user, who will be held responsible for all damages and breakage resulting in negligence, misuse or abuse. The regular daily clubhouse hours are posted in your clubhouse.

### **COMMUNITY OFFICE**

The Community Office is open Monday-Friday 8am-5pm for your convenience to assist you with your community-related needs. The Community has a 24-hour emergency number. This emergency number will also be posted at the clubhouse and should only be used in case of emergency when the Community Office is closed. This number is for emergencies such as fire, Community vandalism and major water, sewer, or gas breaks. All residents are advised to contact the Community Office, or stop by personally, with community-related problems.

### **RIGHT OF ENTRY**

Management or its designated service companies, reserves the right of entry on to the land upon which the home is situated for maintenance of the utilities and protection of the Community. Management may enter a home without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the home.

### **CONSTRUCTION AND ACCESSORIES**

Construction of any kind, whether on the resident's homesite or to his or her home, must first be approved by Management, in writing, to assure accordance with local, state and Community requirements. State law requires that any contractor working on the homes must be licensed by the Commerce Department (Rule R125.1401) and the contractor must show proof of Worker's Compensation and Liability Insurance. When you choose your contractor, they must come to the Community office for instructions prior to any work being done on the outside of your home. Local government agencies may require a building permit before starting the work. The homeowner will be held responsible to comply with this requirement.

### **LIQUIDATED DAMAGES**

In a contested action to terminate a tenancy for "just cause," the prevailing party shall receive the following as "liquidated damages" as allowed under the Iowa "Mobile Home Parks Residential Landlord and Tenant Law" (Chapter 562B.1). These "liquidated damages" are intended to reimburse the prevailing party for any expenses incurred in connection with the termination action and shall not be construed as a penalty. The payment of these "liquidated damages" shall not preclude either party from recovering their actual additional damages resulting from personal injury or physical damage to personal or real property caused by the other party or from recovering any unpaid rent or charges under the lease, if any are in effect, or these Community Covenants.

### **APPLICATION OF GUIDELINES**

The guidelines set out herein are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these guidelines is the committed responsibility of Management. Management insists that their employees maintain a courteous and respectful attitude towards residents. Profanity, physical threats or actual harm will not be tolerated. Management expects the same courtesy from their residents. Behavior or activity in violation of these covenants by a resident will be considered just cause for termination of tenancy. If proper administration of these guidelines by any of our personnel has not been maintained, Management invites you to bring these matters to our attention.

### **NOTICE OF CHANGE**

Management reserves the right to add, change or amend these covenants without notice. Residents will be notified in writing of any covenant revision 30 days prior to the effective date of change. It is understood that the distribution of

the revision or addition to these covenants to each homesite and the posting of such in the office are considered sufficient notification.

### HOMEOWNER RESALE

#### RESALE OF YOUR MANUFACTURED HOME

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of the home. Prior to finalizing the sale of your home, your purchaser must apply to move onto your homesite and be accepted by Management and must pay all applicable fees and provide proof of ownership. Qualification for acceptance into the Community will be based upon acceptance by the homebuyer of Community Covenants and the credit, income of the purchaser(s) and others who will reside in the home.

### VIOLATION OF COVENANTS

Violation of any of these covenants shall constitute grounds for eviction. In the event legal actions are required on behalf of Management to enforce any of the terms of these covenants, the party in violation will be required to pay reasonable attorney's fees and court costs.

### COMMUNITY COVENANTS AGREEMENT

I/We hereby acknowledge receipt of the Community Covenants and agree:

1. To indemnify and hold harmless Management or Community Owner(s) of all liability claims, which are not attributable to Management's neglect, for damage, fire, theft, injury, accidents or death of or to any resident(s) living in their home or their guest(s) while on the homeowner's homesite or using community grounds, streets, sidewalks, parking areas, equipment, clubhouse or other community-owned facilities. Injuries or accidents that occur on the Community's common grounds or their facilities shall be immediately reported to Management.
2. To the terms and conditions set forth in the *Community Covenants*, as amended by Management from time to time.
3. That if I/we violate these covenants or interfere with the rights of Management or other residents for which I/we have received written reminder or violation notices from Management, such acts shall be construed as failure on my/our part to perform the responsibilities of my/our tenancy which may result in termination of our/my lease by thirty (30) days written notice or less if provided by law. All statutory provisions to the contrary are hereby waived.

By:

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
AM Management, Inc., Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community

\_\_\_\_\_  
Site #

\_\_\_\_\_  
Address