



RULES, REGULATIONS & GUIDELINES FOR RESIDENTS

Alpine Park Community is designed to be one of the finest manufactured home developments in the Midwest. In order to provide the utmost in comfort and harmony for Residents, guidelines must be made and enforced. However, Management reserves the right, in its discretion, to make exceptions to the enforcement of these Rules, Regulations & Guidelines if strict enforcement would create unreasonable hardship or if extenuating circumstances exist which would make enforcement unreasonable or inappropriate. Alpine Park Community is privately owned and Management (all employees of Alpine Park Community/T-Corp) enforces the guidelines based on conformance to Local and State Health, Welfare and Safety Laws. Residents were considered foremost when these guidelines were made and we feel all guidelines are for the benefit of all Residents. Most of the guidelines are based on what is required of us for the community. All Residents must abide by the guidelines, be courteous and reasonable or practical to make living in this community pleasant. You will find all Employees of Alpine Park Community/T-Corp hereafter referred to as Management. Management will be cooperative and do everything possible to make Alpine Park Community a pleasant place to live.

ALPINE PARK COMMUNITY OFFICE AND AMENITIES

FACILITIES & HOURS

COMMUNITY OFFICE 585-0592
ADDRESS: PO BOX 1656
Dubuque IA 52004-1656

OFFICE HOURS: Monday – Friday 7:00 a.m. to 5:00 p.m.

EMERGENCY AFTER HOURS: 584-9253 590-7223 583-9698

STORM SHELTER: Available for rental with prior reservation.
Contact the Office for additional information.

GARBAGE COLLECTION: Dittmer Recycling – Curb site collection & recycling

EMERGENCY NUMBERS: Fire, Police, Ambulance 911

MANAGEMENT PERSONNEL

GENERAL MANAGERS: Ed and Rod Tschiggfrie
OFFICE MANAGER: Deb Edwards 585-0592 or 599-3865
ASSISTANT MANAGERS:

STORM SHELTERS

Residents shall pay a Security Deposit of \$5.00 for one Non-Duplicating Storm Shelter Key for use of any of the storm shelters located with Alpine Park Community. These storm shelters are to be used during severe weather **ONLY** and shall **NOT** be occupied any other time, except if Resident has rented storm shelter for personal use and if severe weather would occur during this time, then Resident must surrender storm shelter for storm shelter purposes.

USE, OCCUPANTS, GUESTS

1. There shall be **NO** subleasing, assignment of leasehold rights or rentals of any type allowed in the Community. At least one owner (title holder) must live in and maintain their manufactured home, garage, carport, shed, deck, yard or any other improvements made by Resident. Resident will provide Management with a copy of the title to the manufactured home reflecting the Resident's name as owner no later than 30 days after signing of the Rental Agreement.
2. In home childcare shall be pre-approved and registered with Management.
3. All manufactured homes are to be used as personal residences only. No commercial or unlawful use of the manufactured home, garage, carport, shed, deck, any other improvement made by renter, homesite, or the community premises is permitted. Residents and their guests 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, garage, carport, shed, deck, any other improvement made by renter or homesite. Any suspicious actions concerning illegal activities are to be reported to Management **immediately**. Residents are responsible for their guests' actions and activities.
4. No more than 2 unrelated adults may occupy a manufactured home. All occupants including family members must be registered with, and 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.
5. All permanent occupants must be registered at the Alpine Park Community Office and be approved by Management. All guests who remain more than **48** hours or need additional parking, and all Resident's vehicles and vehicles of registered guests must be registered at the Alpine Park Community Office. Failure to comply with this guideline will result in the vehicle being towed at the owner's expense. Management reserves the right to deny admittance to any visitor to the Community other than those officially registered as Residents or Guests, and to deny admittance to any visitor Management reasonably believes will be disorderly or fail to abide by these Guidelines. Management reserves the right, in its sole discretion and business judgment, to revoke the registration of any guest or visitor upon giving 48 hours written notice to this individual. Upon such revocation, the guest or visitor shall immediately remove themselves (after the expiration of the 48 hour period), from the Alpine Park Community, and Management shall have the right to deny this individual admittance to the Community thereafter. Residents are responsible for their guest's actions and activities.
6. Loud parties, public intoxication, excessive noise or disturbances by Residents or their guests will not be tolerated.
7. 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 Rental Agreement.
8. **NO SIGNS** shall be permitted to be posted on the premises, in vehicles, and to include the Resident's manufactured home or homesite, except for display model homes, unless approved by Management.
9. Any conduct or activity by a Resident or the Resident's guests which creates or maintains a threat constituting a clear and present danger to the health or safety of other Residents or the Community shall be grounds for termination of the Rental Agreement pursuant to the provisions of Section 562B.25A of the Code of Iowa.
10. In addition, it shall be a violation of these rules for a Resident, or any occupants of residency, to entertain a guest who, within the previous five years, has been convicted of a felony or aggravated misdemeanor involving the following conduct:

Assault/personal injury
Prostitution
Criminal mischief/vandalism/property damage
Arson or trespass
Drug use/drug selling/drug manufacturing
Child molestation, endangerment, neglect, abuse
Domestic violence
Breaking and entering
Theft/burglary/stolen property
Illegal use of firearms/guns
Stalking, kidnapping, rape, sexual abuse

Also, it shall be a violation of these rules for a Resident to entertain a guest who, although not convicted of a felony or aggravated misdemeanor described above, has a record of unacceptable behavior toward persons or their property.

PETS

1. **No pet is allowed without signed, written approval from Management.** Residents must have written consent by Management and agree to all guidelines on Pet Registration prior to allowance of a pet. Resident shall contact Management for determination of acceptable breeds of dogs prior to allowance of a pet. Management reserves the right to be the sole judge of which pets may reside or continue to reside in Alpine Park Community.
2. Subject to Management's approval under paragraph 1 above, two dogs are permitted per household, the dogs cannot exceed 12 inches in height at shoulder at full growth **or** 1 dog and 2 cats are permitted per household; however, the dog cannot exceed 18 inches in height at shoulder at full growth. A maximum of 2 cats are allowed per household, but not with 2 dogs. A Resident is allowed 1 dog (not to exceed 18 inches in height at shoulder at full growth) and 2 cats. Resident shall remove the pet from the Community should it ever exceed these height limitations.
3. Pet is to be taken out on a hand leash, attended at all times and confined to the owner's yard for toilet habits. No hand leash shall exceed 6 feet in length. **Pet is not to be tied outside the home at any time.** Pet is not to run loose in the Community nor is it allowed in neighbor's yard. Resident shall remove all pet droppings daily and shall not allow droppings to accumulate. Construction of Dog Houses, Dog Runs or Dog Kennels is strictly prohibited.
4. Pet sitting is **NOT** permitted within the Community. Visitor's/Guest's pets are **NOT** permitted within the Community.

SET-UPS

1. All manufactured homes, garages, sheds, decks or any other improvements made by renter shall have shingled roofs and vinyl siding. All homes, garages, carports, sheds, decks or any other improvements made by renter must be approved by Management prior to admittance to the Community.
2. All manufactured homes must be at least 14 feet wide.
3. Any improvements required by the Rental Agreement or Guidelines must be completed in a good, timely and workmanlike manner, will be capable of removal at the conclusion of residency, and will be completely free of liens and encumbrances and installed in compliance with all applicable codes and ordinances.
4. Manufactured homes must be skirted no more than 7 days after setup, subject to weather conditions. Skirting must be vinyl designated for skirting application. All skirting materials and colors must be approved by Management prior to installation. Installation of skirting shall be done by a reputable company and shall be done in accordance with the following requirements:

- a. All skirting installations requires that the top expansion cap be at least 4 ½ inches in height and made of vinyl, unless some equivalent is approved in the sole discretion of Management.
- b. The bottom channel shall be vinyl and be a minimum of 1 ¼ inches in height with skirting fastened to channel.
- c. Bracing for the lower channel shall be a minimum of 2"x 4" treated materials flat, straight and staked to the ground with at least 16 inch spikes, to accommodate lower channel.
- d. Skirting that is 36 inches or more in height must be reinforced on the backside, with 3/8" rebar, on 4"- 6" center.
- e. Flammable materials are not allowed for skirting or bracing.
- f. Skirting must be kept straight, in good repair, and clean at all times.

Any deviation from these specifications will cause an order for removal by Management. All new skirting, step or deck construction, due to replacement of previous construction, shall comply with these rules.

- 5. All homes, garages and sheds should be tied down as set forth by the Manufactured Housing Industry and as required by State and Local Regulations. Residents are solely responsible for proper tie down of their home, garage, carport, shed, deck and any other improvements made by Resident in accordance with applicable law. Neither the Property Owner 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. Alpine Park Community/T-Corp does not assume any liability and Resident shall have sole responsibility for providing Management with a certification stating Resident's manufactured home has been properly tied down as per City of Dubuque Codes and State of Iowa Codes.
- 6. Porches and 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 by Management.
- 7. All steps must meet Local Codes and Ordinances. Installation of steps shall be done in accordance with the following requirements:
 - a. A drawing or a picture and a material list of the proposed steps must accompany this request.
 - b. Steps platform to be no smaller than 4'x 5' on main entry side of home.
 - c. Steps for back door on utilities side only, platform size can be smaller than 4'x 5'.
 - d. Platform of steps is to be minimum of 4 inches lower than home door threshold, except if handicapped entrance.
 - e. Steps must be on treated wood posts.
 - f. Steps must be built with treated lumber. (Brown or Green)
 - g. No frost wall footings.
 - h. Steps must have a handrailing around the full length of the platform.
 - i. Steps, handrailing and spindles must meet City of Dubuque Code.
 - j. Steps must be completed within 14 days, subject to weather conditions. Only concrete or all wooden steps will be allowed. Metal steps will be allowed **only** for the first 14 days of the home setup, unless approved differently.
 - k. Steps must be painted, sealed or stained with visible colored water sealant within 30 days of home setup.
 - l. The opening underneath must face the side of the home. If opening is visible, it must be covered with material to be consistent with the décor of the steps or the home.
 - m. Any platform larger than 4'x 5' will be under a Deck Permit.

Any deviation from these specifications will cause an order for removal by Management. All new step and deck construction, due to replacement of previous construction, shall comply with these rules.

- 8. All decks must be approved by Management/Owner and must meet the following requirements:
 - a. Deck sides must be covered with skirting material to match the manufactured home skirting and/or materials consistent with the construction used to build the deck.
 - b. Handrails must be installed on all exposed sides.
 - c. Plans for deck construction must be submitted and approved by Management before submitting them to a local authority for a building permit.
 - d. Said decks shall meet all State and Local Codes as to materials, foundation, deck load and railing requirements.

- e. Deck must be either painted or treated with a colored sealant or stain to maintain an attractive appearance and must be reasonably maintained.
- f. Decks must be a minimum of 6' x 8' **with** railing.

Any deviation from these specifications will cause an order for removal by Management. All new skirting, step or deck construction, due to replacement of previous construction, shall comply with these rules.

- 9. Handicap ramps must meet all State and Local Codes and be pre-approved by Management.
- 10. All hitches must be removed from manufactured homes within 5 days.
- 11. All sidewalks, concrete or masonry stepping stones for walking area must be completed **within** 30 days of move in date, weather permitting, and be pre-approved by Management.

OPTIONAL IMPROVEMENTS

- 1. Resident may, with the consent of Management, make improvement to their premises. All Residents must have either a shed or an on-site garage, but **not** both **without** prior written approval. All on-site garages or storage buildings (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 construction and installation. Storage buildings (sheds) must be a minimum of 8' x 10' and no larger than 10' x 12' and must be vinyl sided. Metal storage buildings will not be allowed.
- 2. Any proposed improvements, including any concrete work to site or exterior of manufactured homes, garages, carports, sheds, decks and any other improvements made by Resident must be approved by Management in writing prior to starting said improvements. Upon termination of the Rental Agreement, the Resident must leave the site in substantially the same or better condition than existed upon possession.
- 3. Any trees, landscaping, concrete or masonry work must be approved in writing by Management prior to their installation. Management approval is required prior to preparation of flowerbeds, digging, planting or removal of trees and shrubs. Alpine Park Community does not assume any liability. 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. In all cases, the Resident must leave the homesite in substantially the same or better condition than existed upon possession.
- 4. Buildings, awnings, carports, entry rooms and all additions must be approved in writing by Management prior to installation. A Building Permit from the City of Dubuque must be obtained prior to commencement of construction.
- 5. 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 is not permitted. All air conditioners must be installed with Management approval. Central air conditioners must be installed on a concrete pad or other platforms designed for that purpose in proximity to the back of the home at a location approved in writing by Management and in accordance with State and Local Building Codes.
- 6. All fireplaces and chimneystacks 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. Management will inspect firewood storage and advise Resident if problem exists. Residents not complying with Management's recommendations must remove all firewood from the site.
- 7. No fences, posts or landscape dividers of any kind are permitted.
- 8. Only umbrella-type or retractable clotheslines, which are collapsible, are allowed. Clotheslines must be collapsed or retracted when not in use. Nothing is allowed on clotheslines after 7:00 p.m. or on Sunday. Resident must have Management approval for location of clotheslines.
- 9. Trampolines shall not be permitted under any circumstances. Flagpoles are allowable with prior written approval from Management.
- 10. Basketball hoops are allowable **only** if there are no complaints from neighbors.

11. Swingsets must be pre-approved by Management.
12. Prior written approval by Management is required for installation of yard and patio lights, their location and wattage.
13. All bills sent to Resident by Management for work authorized by Resident are due and payable upon receipt, unless prior arrangements have been made. Unpaid bills beyond 30 days will be reason to terminate the Rental Agreement.
14. Any improvements being installed by the Resident may be subject to additional real estate taxes imposed by any taxing authority. Resident shall reimburse Property Owner if Property Owner is billed directly. Charges will be considered additional rent and said charges are due and payable on the first day of the following month.
15. Except for lawn, landscaping and trees, all improvements of any nature purchased and installed by Resident on the rented lot shall remain the property of Resident even though affixed in or attached to the ground. Resident shall be solely responsible for the maintenance, repair and upkeep of all such improvements. All such improvements shall be removed or disposed of by Resident upon termination of the Rental Agreement, provided that Resident shall leave the manufactured home space in substantially the same or better condition than existed upon Resident's possession.

RESIDENTS DUTY TO MAINTAIN

1. Each home site will be kept clean, groomed, mowed and trimmed (**except** trees - **must** have Management's prior approval) regularly including terraces unless terraces are exempt and free of debris at all times. All toys, garden hoses, snow shovels, bicycles, lawn maintenance equipment and miscellaneous items must be kept in proper storage at all times when not in use. All Holiday decorations must be taken down no later than 2 weeks after each holiday. All storage must be kept in Resident's storage building or under the home, out of sight. No storage is allowed under open steps or decks.
2. If Resident defaults in maintenance of the homesite (e.g. Lawn mowing, trimming, removing snow, oil from driveway, etc) Management shall reserve the right to come in and repair or maintain. Charges assessed for repairs/maintenance will be considered as additional rent and will be due on the first day of the month following said repairs/maintenance. Rates for charges will remain the sole discretion of Management.
3. If Resident decides to sell his manufactured home, garage, carport, shed, decks and any other improvements, Management **must** be notified **prior** to any advertisement or listing with a Realtor.
4. Streets are cleared of snow by the Community Maintenance as soon as possible after a snowfall. Snow removal from Resident's entire driveway, carports, patios, sidewalk, and sidewalk in front of home site and area in front of garages are the responsibility of the Resident. Snow from these areas is **not** to be placed in the streets.
5. Steps must be kept painted/tinted and in good repair at all times. All wooden/concrete steps must be Management approved and are to be upgraded at the Management's request for cosmetic or safety reasons and standardization of Dubuque and must meet City of Dubuque Codes.
6. All manufactured homes, garages, carports, sheds, skirting, decks, steps and any other improvements made by renter must be kept clean, in good condition and be upgraded at the Management's request. Garage/Shed doors must be kept closed when not in use.
7. All homes coming into the Community, or any home that is sold to remain in the Community, under these Guidelines, shall have wooden or concrete steps and a shed or garage.

UTILITIES AND SERVICES

1. Alpine Park Community will furnish sewer and water. All other utilities and service, such as electricity, heating, cable TV, etc, will be furnished by Resident.
2. TV cable hookup is available through the local cable company. Satellite dishes will be permissible **only** with prior written Management approval. But **must** be placed out of street view as much as possible. The satellite dishes shall be not larger than 18 inches and Resident must contact Management **prior** to installation so Management can show Resident where to place said satellite dish. CB and TV antennas are prohibited.
3. Water is a costly commodity and Residents/Guests are cautioned not to waste water. Residents are allowed to wash their vehicles only by using a hose with a nozzle that will shut off when laid down. Water is not to be allowed to run down the street nor wasted in any other manner (including lawn watering or any type of watering when there is rain in the forecast) and is for in-community use only. Excessive use of water may result in a rental surcharge or termination of residency.
4. Alliant Energy supplies the electricity, Black Hills supplies the natural gas, Qwest supplies the local telephone services, Mediacom is the cable supplier.
5. Each Resident will be held responsible for his/her individual sewer, water and gas hookups, checking them periodically for leaks. Residents are responsible for keeping sewer lines clear between the Resident's home and ground connections. Do not flush paper towels, disposable diapers or liners, sanitary napkins, etc. Any repairs due to such articles will be charged to the Resident. Any stoppage of the branch line or freezing of water pipes is the responsibility of the Resident. All lines must be properly protected during winter months. No running water to prevent freezing of pipes will be allowed. Any expenses resulting from damage to the Community caused by a Resident in violation of this rule will be the responsibility in their entirety by the Resident. Each manufactured home shall have an outside water faucet.
6. Garbage pickup is furnished by Dittmer Recycling. At all times, Residents shall comply with the Rules & Regulations of Dittmer Recycling pertaining to garbage disposal and recyclable products. Garbage, rubbish and trash must be placed in plastic bags (until State Law prohibits the use of same) and placed inside provided garbage receptacles with a cover. The receptacle area shall be kept clean at all times. Garbage cans and containers shall be placed at designated areas for pickup by Dittmer Recycling on designated days but shall not be put out until the night before the collection day. After collection, garbage cans and containers shall be removed from the curb as soon as possible. All garbage must be kept in appropriate containers. At no time is garbage, trash and containers to be placed outside the manufactured home, garage or shed. All recyclable products shall be placed in the yellow bins provided by Dittmer Recycling.
7. Under no circumstances is anyone to tamper with the utilities or any property of Alpine Park Community or that of the utility companies.
8. 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. The Property Owner 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. 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.

VEHICLES, PARKING AND RESTRICTIONS

1. **The Community Speed Limit is 15 MPH.** Guests should be personally advised by Residents. Alpine Park Community will grant any peace officer of the City of Dubuque, Dubuque County and any other Law Enforcement authority to enter upon its property in order to enforce the laws and ordinances of the City of Dubuque, Dubuque County and the State of Iowa and to enforce guidelines of Alpine Park Community which may be more restrictive. All traffic regulations and customary rules of the road will be obeyed throughout the Community. Speed limits will be strictly enforced within the Community. Violators will be notified. No illegal on-street parking is permitted. Residents are responsible for their guests' actions.
2. No junk automobiles, mechanical repairs of vehicles placed on blocks will be allowed in the Community. Vehicles must be operable at all times. All vehicle tires and exhaust systems will remain in good repair at all times. Excessive noise caused by vehicle exhaust systems is prohibited. Residents wishing to store vehicles in driveways must have pre-approval from Management.
3. No unlicensed driver will operate any motor vehicle in the Community at any time. Those drivers having driver's permits must have an adult with a valid driver's license with them at all times when driving in the Community.
4. Residents shall not park on the street at any time, as two-car off-street parking is provided. There are to be no vehicles parked crosswise within the driveways. No parking is permitted on sidewalks or lawns at any time. 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 and under no circumstances in front of the mailboxes. All vehicles are to be off the street overnight or during periods of snow removal. 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. Parking in Community parking areas is not permitted without written approval from Management. Parking is strictly prohibited within 15 feet of any fire hydrant located in the Community. Residents who have guests that remain overnight that need additional parking are to contact Management so guest parking can be arranged. At no time is a street, mailbox or another Resident's driveway to be blocked by parking. At no time is anyone to park on lawn areas or vacant homesites without approval. There shall be no semi truck or tractor parking allowed in the Community. Motor homes, boats, small trailers and travel trailers may be parked in driveways for loading or unloading only. Illegally parked vehicles may be towed at Resident's expense.
5. Semi trucks and/or tractors are prohibited from driving on the Community streets without prior written approval.
6. No motorcycles, motorbikes or mopeds are allowed in the Community, except for purposes of traveling directly between Resident's homesite and the Community entrance. Operation of all-terrain vehicles, mini bikes, go-carts, three- or four-wheelers and snowmobiles within or upon Alpine Park Community is strictly prohibited.
7. Except as permitted under subparagraph 4 above, boats, small trailers, travel trailers and motor homes are to be parked in the RV area or any other designated area after registering said items at the Alpine Park Community Office. Only Residents with registered items are to be within the RV area. Resident must enter into a Recreational Vehicle Rental Agreement before parking any vehicle in the RV Storage Area and pay a storage fee. Residents accept full and total responsibility of unit.
8. Residents must register all vehicles and their license plate numbers at the Alpine Park Community Office and are required to update any changes.

RECREATION, NOISE, WEAPONS AND SOLICITATIONS

1. **Playing in the streets is not permitted.** The Community has designated recreation and play areas for Residents, children and guests. Parents shall provide adult supervision for their minors at all times. Trespassing on other Resident's homesites is not permitted. No loitering or playing shall be permitted in the drainage and/or RV area.
2. Parents will be held accountable for their children's and guests' actions and liable for any damage caused by them. Anyone defacing and/or destroying Community property shall be barred from Community facilities. Children and guests are not to play on other Resident's homesites without permission from the Homeowner.
3. Peddling, soliciting or other commercial enterprise is not allowed in Alpine Park Community. Anyone seen soliciting or peddling should be reported to Management. No signs of advertisement or of any nature are permitted on Alpine Park Community property, unless approved by Management.
4. Under no circumstances will any type of protest, picketing, demonstrating or any other offensive behavior, through individual or group action, be permitted within the Alpine Park Community.
5. No firearms, BB guns, air rifles or pellet guns are to be shot within or towards the Community. Use of bows and arrows is also prohibited.
6. Residents will not use their homesite for any purpose deemed hazardous by insurance companies.

PROPERTY OWNER/MANAGEMENT RIGHT OF ACCESS

1. Management shall have the right to enter a manufactured home, garage and shed owned by a Resident only if such access is necessary to prevent damage to the manufactured home space or in response to an emergency situation.
2. Management may enter onto the manufactured home space in order to inspect the manufactured home space, make necessary or agreed upon repairs or improvements, supply necessary or agreed services, or exhibit the manufactured home space to prospective actual purchasers, mortgages, tenants, workers or contractors.

SPECIAL PROVISIONS REGARDING ILLEGAL DRUGS

Management will periodically inspect all common areas of the Community 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 them to Management:

- a. Unusual odors
- b. Persons who appear to be under the influence of drugs
- c. Pipes for smoking drugs
- d. Scales for weighting drugs
- e. Other drug paraphernalia
- f. What appears to be illegal drugs
- g. An excessive amount of traffic coming and going
- h. 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. These Guidelines prohibit any illegal activity in the Community including the use, transfer, possession or creation of illegal drugs. Violation of this Policy will be considered a material noncompliance with these Rules & Regulations and will be grounds for termination of Resident's Rental Agreement.

RELEASE OF LIABILITY

All risk of and loss from personal injury or property damage (including, but not limited to, flooding, tornadoes or other acts of God, fire, pollution, theft 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 homesite or within the subject property, are hereby assumed by the Homeowner/Resident. The property Owner/Management of Alpine Park Community and their assigns shall not be liable for any such loss or damage.

The Homeowner/Resident hereby agrees to indemnify and hold harmless the property Owner/Management/Directors/Officers/Shareholders and employees of Alpine Park Community and their assigns from and on account of any personal injury, property damage or loss of property, to any person arising out of the use and occupancy of the rented premises and any stored RV, etc by the Homeowner/ Resident, their family, guests and approved occupants of the home or arising out of the failure of the Homeowner/Resident to maintain the home in good condition or arising out of the Homeowner/Resident's failure to comply with these Rules, Regulations and Guidelines. This subparagraph shall have no application if the personal injury, property damage or loss of property arises out of the negligence or fault of Management.

AMENDMENT OF RULES, REGULATIONS AND GUIDELINES

Management reserves the right to make additions, changes, deletions or amendments to these Rules, Regulations and Guidelines for Alpine Park Community at any time, but notice of such additions, changes, deletions or amendments shall be given to all Residents/Tenants of Alpine Park Community at least 30 days before their effective date. Such notice to Residents/Tenants may be given by posting on Tenant's premises or by delivery of the written notice to Resident's/Tenant's manufactured home located upon the rented lot.

**SIGNATURE PAGE
ALPINE PARK COMMUNITY
AS OF JANUARY 1, 2005**

**VIOLATION OF ANY OF THE ALPINE PARK COMMUNITY RULES,
REGULATIONS AND GUIDELINES CAN RESULT IN
TERMINATION OF RENTAL AGREEMENT.**

I/WE ACKNOWLEDGE we have received and read the Alpine Park Community Rules, Regulations & Guidelines and hereby agree to adhere to them.

DATED THIS _____ DAY OF _____, _____.

Resident (Please Print) Resident (Signature) Lot No & Address

Resident (Please Print) Resident (Signature) Lot No & Address

ACCEPTED BY: _____
Management for Alpine Park Community Date

OTHER OCCUPANT(S):

I/WE ACKNOWLEDGE that I/we have received and have read the Alpine Park Community Rules, Regulations and Guidelines and hereby agree to adhere to them and understand that all conditions herein apply to me/us as well as the Homeowner.

Other Occupant (Please Print) Other Occupant (Signature) Lot No & Address

Other Occupant (Please Print) Other Occupant (Signature) Lot No & Address

Date