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Original  
Bills 047

\*\* WELCOME TO \*\*  
 GREEN ACRES VILLAGE ESTHERVILLE, IA  
 OKOBOJI VILLAGE MILFORD, IA

**RULES FOR MANUFACTURED HOME SPACE RENTAL:**

1. The Tenant must comply with all terms and conditions of the written rental agreement entered into with the GREEN ACRES/OKOBOJI VILLAGE owner(s) or manager(s).
2. Rent shall be paid in advance on or before the first day of each month. Rental payments shall be paid to the Landlord at GREEN ACRES office, 3003 Murray Road or sent to the Landlord at GREEN ACRES HOMES, P. O. Box 346, Estherville, IA 51334. Checks shall be made payable to GREEN ACRES or OKOBOJI VILLAGE. In the event any rental payment is not paid by the 5<sup>th</sup> day of the month, a late payment penalty of \$1.00 per day will be imposed.  
  
 \*\*\*Please Note-If you are mailing your rent, it must be in our office by the 5<sup>th</sup> of the month, otherwise, add late payment fees allowing a minimum of one (1) day for mail to reach us. (Postmarks tell us date payment is mailed.)
3. The Tenant shall personally occupy the Tenant's manufactured home only as a dwelling unit and may not rent the home to another.
4. The Tenant agrees to use the manufactured home as a personal residence only. No unlawful use of the home or space is permitted. The Tenant shall not undertake any illegal activity, especially the use, transfer, possession or creation of illegal drugs, in or about the Tenant's home or home space. Commercial activity that causes traffic or parking congestion, many additional persons coming to the residence on a regular basis, or generating neighborhood complaints is prohibited.
5. Tenants must comply with the following requirements designed to standardize methods of utility connection hook-up: must have certified and licensed electrician to hook up the electricity according to Estherville and Milford, IA codes; must have licensed and certified plumber or an agent of GREEN ACRES HOMES or OKOBOJI VILLAGE to hook up water, sewer and natural gas.
6. Tenant assumes responsibility for any adjustment of the home as caused by an act of God, such as settling or movement of home.
7. Please observe the speed limit, which is 15 m.p.h. Advise visitors to GREEN ACRES and OKOBOJI VILLAGES accordingly.
8. A Tenant shall maintain his or her manufactured home space in as good a condition as when the Tenant took possession; comply with all obligations primarily imposed upon Tenants by applicable provisions of city, county and state codes materially effecting health and safety; keep that part of the Village which the Tenant occupies and uses, reasonably clean and

- safe; dispose of all rubbish, garbage and other wastes from the Tenant's home space in a clean, safe and timely manner; not deliberately or negligently destroy, deface, damage, impair or remove any part of the manufactured home community or knowingly permit any other person to do so; and conduct himself or herself and require other persons in the Village with his or her consent to conduct themselves in a manner that will not disturb the Tenants' neighbors' peaceful enjoyment of their home and surroundings.
9. If a Tenant's failure to comply with the requirements of Rule 8 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 community space, 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 12% per annum until paid in full.
  10. No drunkenness or disturbances will be tolerated within the Village. This refers to loud stereos, parties, etc. First offense—you will be warned. Second offense—eviction from the park.
  11. The Landlord shall have the right to enter any home located in the park at any time when such access is necessary to prevent damage to the home or home space, or is in response to an emergency situation.
  12. The Landlord may enter onto the manufactured home space in order to inspect the space, make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the manufactured home space to prospective or actual purchasers, mortgagees, tenants, workers or contractors. If the Tenant refuses to allow lawful access to the home space, the Landlord may terminate the Rental Agreement and recover actual damages sustained.
  13. All manufactured homes shall be equipped with an adequate anchoring system.
  14. A Tenant may sell his/her manufactured home. However, the Landlord reserves the right to approve or disapprove the purchaser of such home as a tenant. We require that the prospective purchaser, family, and pet apply for residence in the Village and be approved prior to completion of the sale or purchase of the home. A background check shall be completed for each adult. Forms may be picked up at GREEN ACRES office or call 712-362-5545 to request a FAX copy or to have one mailed. A lease and disclosure form must be completed with a representative at GREEN ACRES HOMES office prior to move in. In the event of a sale to a third party, in order to upgrade the quality of the Village, the Landlord may require that any home in a run-down condition or in disrepair be removed from the Village within sixty (60) days.
  15. If a Tenant abandons a manufactured home on a manufactured home space, the Landlord will make a reasonable effort to notify the legal owner and/or lienholder of the home in a reasonable time and inform such person(s) of the liability for any costs incurred for the space for the manufactured home, including rent and utilities due and owing. The legal

owner and lienholder are jointly and severally responsible for payment of such costs. No home may not be removed from a space without a written consent from the Landlord showing clearance for removal, showing all monies due and owing paid in full, or an agreement reached with the legal owner and the Landlord.

16. Upon termination of the lease, the Tenant shall provide the Landlord with a mailing address or instructions as to how the Tenant can be reached.
17. Tenant will notify Landlord of any changes in the information contained in the Application for Rental Agreement or Registration within ten (10) days of any change. Examples include: name change, someone listed on the current application moves out; additional child; pet changes; different employer; different or additional auto, boat, camper; loan on your home is paid off; you change banks.
18. The Landlord reserves the right to make changes, additions, deletions or amendments to the rules and regulations governing the Tenant's use and occupancy. Notice of such changes will be given to all manufactured home tenants thirty (30) days before they become effective.
19. Only one family may occupy a manufactured home. No person shall occupy the leased premises except those persons listed on the Registration form executed by the Tenant. Residents are permitted to have an occasional non-resident houseguest for a period of up to two weeks at no additional charge. A guest is considered to be anyone other than those members of the Tenant's immediate family listed on the Application for Rental Agreement. An additional charge will be made for guests staying longer than two weeks. If the home is occupied by tenants, who are not a family unit, three individuals will be the maximum number of persons allowed to occupy any home.
20. No "for sale" or "for rent" signs or any other advertising signs are permitted in the Village. This means no signs in either windows or yards. In addition, no peddling and soliciting is allowed in the Village without the written consent of the Landlord.
21. One house pet only is permitted. Maximum adult size of a pet may not exceed 35 pounds. No pet shall be allowed to run loose or be chained or tied outdoors. At such times as the pet is outdoors; it shall be under the owners' supervision and shall be confined to the owners' lot. No dog runs, doghouses, kennels, chains or ropes are allowed. \*\* All pets must be registered at the office at the time of the Tenants' registration or, if established, it is necessary to obtain approval of said animal prior to admittance to the Village. The Landlord reserves the right to be the sole judge of which pets may reside in the Village. Repeated complaints regarding any pet may result in the pet's eviction from the Village. \*\* When walking a pet the owner shall clean up after the pet.
22. Children at play are restricted to their own manufactured home space or to the village recreational areas. THE VILLAGE assumes no responsibility for an accident to any child on the playground.
23. No laundry may be hung outside except on umbrella-type lines to be located at the rear of the lot.

24. No antennas of any type. Cable TV is available from community cable companies. Small satellite dishes, not to exceed 24" in diameter, may be mounted on the home.
25. Tires and rims must be removed before a manufactured home is blocked. All homes must be skirted within thirty (30) days of entry (weather permitting) using Landlord approved vinyl, steel or rock skirting. Okoboji Village requires rock skirting on any new home entering the Village.
26. Any maintenance or repair of water, sewer or gas lines above ground will be charged to the Tenant. Foreign objects (Such as: sanitary napkins, tampons, diapers & etc.) causing sewer line blockage will result in charges to the Tenant.
27. It is the responsibility of each Tenant to keep his lawn trimmed and his lot free from trash and litter. If neglected by him, the Landlord reserves the right to perform this maintenance at a minimum fee of \$20.00. All toys and miscellaneous items must be kept out of the front yards at all times, except when in actual use.
28. The village will provide snow removal from all main streets. Each home occupant assumes responsibility for keeping sidewalks and parking areas cleared on his space.
29. Your outside light (lamppost) must be on in accordance with state law. If your light does not come on at dark, please notify the office.
30. There shall be no motorcycles, motorbikes, minibikes, mopeds, or snowmobiles allowed in the Village except for entrance and exit from a Tenant's space.
31. No repairing or mechanical work on any motorized vehicle is permitted in the Village. Motor vehicles not able to run on their own power will not be allowed in the Village beyond a reasonable time period (2 weeks). After such a time, the vehicle(s) may be towed away at the owner's expense. Current license plates must be displayed on each vehicle at all times. This includes boats & campers.
32. Tenants are not permitted to park overnight in the street. Off-street parking for vehicles is provided for each manufactured home space. Most driveways will comfortably allow parking of no more than three vehicles. This includes cars, pickups, campers & boats. If a Tenant needs additional parking space, another location will need to be found for the excess vehicles. Tenants shall use their own driveways only. Under no circumstances will parking be permitted on lawns.
33. Separate sanitary containers (garbage cans) with lids for garbage and trash to be stored outdoors must be furnished by the Tenant. Arrangement must be made with the cities of Estherville or Milford for garbage pickup and recycling. No garbage shall be set out on the parking area for pickup until the evening before or morning of pickup.
34. Tenant agrees not to use said premises for any purpose deemed hazardous by insurance companies carrying insurance on the property.
35. No BB guns, air rifles, pellet guns are to be shot within or toward the Village. City ordinance prohibits discharge of any type of firearms within city limits.

36. Freezing of water pipes is the responsibility of the Tenant. All lines must be properly protected during winter months.

37. SPECIAL PROVISIONS REGARDING ILLEGAL DRUGS: The Resident Manager will periodically inspect all common areas of the mobile home park for evidence of illegal drug activity. In addition, the Resident Manager will maintain a record of all suspicious activity suggesting the presence of illegal drugs. If you observe any of the following items promptly report it to the Resident Manager:

- 1) unusual odors;
- 2) persons who appear to be under the influence of drugs;
- 3) pipes for smoking drugs;
- 4) scales for weighing drugs;
- 5) other drug paraphernalia;
- 6) what appears to be illegal drugs; or
- 7) other suspicious activity that suggests illegal drugs are being used, 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 Rules and Regulations prohibit any illegal activity in the mobile home park, including the use, transfer, possession or creation of illegal drugs. Any Tenant who violates said provision of these Rules and Regulations will have his or her lease terminated to the extent of the law.

38. All in-coming mobile homes shall have a minimum width of fourteen (14) feet. The year the home was built, type of roof and siding may also be a condition of occupancy. Pictures of exterior and interior of home shall be provided along with application for entrance to the Village. Homes must be in good condition to be approved.

39. Application must be made to Green Acres Homes for: Any new construction (of porches, decks, entries, rooms, garages, storage sheds, and etc.) must be approved prior to beginning construction or moving a finished product onto the lot. Application forms are available and may be requested from or picked up at Green Acres Homes office.

40. Skirting on homes must be kept in good condition at all times-for appearance, warmth in winter and to prevent rodents and other nuisance animals from moving in under your home.

Green Acres / Okoboji Village  
Phone # 712-362-5545

Lot # \_\_\_\_\_

Date \_\_\_\_\_

MOBILE HOME PARK  
APPLICATION AND AGREEMENT

NAME \_\_\_\_\_ AGE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

PRESENT ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

HOME PHONE \_\_\_\_\_ HOW LONG \_\_\_\_\_

MARITAL STATUS \_\_\_\_\_

SPOUSE'S OR CO-TENANT'S NAME \_\_\_\_\_

SPOUSE'S OR CO-TENANT'S AGE \_\_\_\_\_

SPOUSE'S OR CO-TENANT'S SOCIAL SECURITY NUMBER \_\_\_\_\_

OTHER PERSONS TO RESIDE WITH YOU

NAME \_\_\_\_\_ AGE \_\_\_\_\_

NAME \_\_\_\_\_ AGE \_\_\_\_\_

NAME \_\_\_\_\_ AGE \_\_\_\_\_

NAME \_\_\_\_\_ AGE \_\_\_\_\_

PET (Kind and Weight) \_\_\_\_\_

PRESENT EMPLOYER \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ HOW LONG EMPLOYED \_\_\_\_\_

JOB TITLE \_\_\_\_\_ MONTHLY SALARY \_\_\_\_\_

PREVIOUS EMPLOYER \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ HOW LONG EMPLOYED \_\_\_\_\_

SPOUSE'S OR CO-TENANT'S EMPLOYER \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ HOW LONG EMPLOYED \_\_\_\_\_

JOB TITLE \_\_\_\_\_ MONTHLY SALARY \_\_\_\_\_

DO YOU CURRENTLY RENT OR OWN RESIDENCE? \_\_\_\_\_

IF YOU CURRENTLY OWN RESIDENCE, NAME OF PRESENT LIENHOLDER \_\_\_\_\_

ADDRESS \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

IF YOU CURRENTLY RENT, NAME OF LANDLORD \_\_\_\_\_

ADDRESS \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

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PREVIOUS LANDLORD \_\_\_\_\_  
ADDRESS \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

PREVIOUS LANDLORD \_\_\_\_\_  
ADDRESS \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

AUTOMOBILE MAKE \_\_\_\_\_ COLOR \_\_\_\_\_  
MODEL \_\_\_\_\_ YEAR \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

AUTOMOBILE MAKE \_\_\_\_\_ COLOR \_\_\_\_\_  
MODEL \_\_\_\_\_ YEAR \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

OTHER LICENSED VEHICLES (campers, boats, RVs, etc.)  
MAKE \_\_\_\_\_ COLOR \_\_\_\_\_  
MODEL \_\_\_\_\_ YEAR \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

MAKE \_\_\_\_\_ COLOR \_\_\_\_\_  
MODEL \_\_\_\_\_ YEAR \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

MOBILE HOME YEAR \_\_\_\_\_ MAKE \_\_\_\_\_  
TITLE NO. \_\_\_\_\_ SERIAL/VIN NO. \_\_\_\_\_  
MODEL \_\_\_\_\_ LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_

NAME OF SELLER \_\_\_\_\_

SELLER'S ADDRESS \_\_\_\_\_

LIENHOLDER \_\_\_\_\_

LIENHOLDER'S ADDRESS \_\_\_\_\_

BALANCE OWED \_\_\_\_\_

PRESENT LOCATION OF MOBILE HOME \_\_\_\_\_

PERSONAL REFERENCES \_\_\_\_\_

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

NAME \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

NAME OF BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_

CHECKING ACCOUNT YES \_\_\_\_\_ NO \_\_\_\_\_

SAVINGS ACCOUNT YES \_\_\_\_\_ NO \_\_\_\_\_

INSTALLMENT LOAN YES \_\_\_\_\_ NO \_\_\_\_\_



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NAME OF BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_

CHECKING ACCOUNT YES \_\_\_\_\_ NO \_\_\_\_\_

SAVINGS ACCOUNT YES \_\_\_\_\_ NO \_\_\_\_\_

INSTALLMENT LOAN YES \_\_\_\_\_ NO \_\_\_\_\_

CREDIT CARDS

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME OF SOMEONE YOU KNOW RESIDING IN THE PARK \_\_\_\_\_

DATE OCCUPANCY IS DESIRED \_\_\_\_\_

Have you ever been arrested on a charge involving the use of illegal drugs, substance abuse or any related charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please indicate the date of arrest, the name of the arresting authority, the law violations with which you were charged, and any other details of which you are aware.

Have you ever been convicted on a charge involving the use of illegal drugs, substance abuse or any related charge? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please indicate the date of conviction, the court in which you were convicted, the law violations of which you were convicted and any other details of which you are aware.

Have you ever been convicted of a felony or aggravated misdemeanor? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please indicate the date of conviction, the court in which you were convicted, the violations of which you were convicted and any other details of which you are aware.

Have you ever been a defendant in a Forcible Entry and Detainer (eviction) action. Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, give details of time and circumstances.

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Have you ever been sued for rent. Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain the circumstances and outcome.

\_\_\_\_\_  
\_\_\_\_\_

I HAVE READ THE RULES AND REGULATIONS FOR THE PARK AND IF I AM A RESIDENT, I AGREE TO ABIDE BY THEM. FURTHERMORE, I REPRESENT THAT THE ABOVE INFORMATION CONTAINED IN THIS APPLICATION AND AGREEMENT IS TRUE AND COMPLETE. I AUTHORIZE THE OWNER OF THE PARK, OR ITS AGENTS, TO VERIFY THE INFORMATION PROVIDED ABOVE, OBTAIN ADDITIONAL INFORMATION CONCERNING MY CREDIT STANDING AND TO FURNISH THE SAME TO OTHERS. IF IT EVER BECOMES NECESSARY FOR SERVICE OF PROCESS UPON ME, IN ADDITION TO ALL OTHER LAWFUL FORMS AND METHODS OF SERVICE, I HEREBY AUTHORIZE SERVICE OF PROCESS UPON ANY PERSON IDENTIFIED IN MY REGISTRATION FORM TO BE CONTACTED IN CASE OF EMERGENCY, AND I AGREE THAT SUCH SERVICE SHALL BE DEEMED GOOD AND SUFFICIENT FOR ALL PURPOSES AS IF I HAD BEEN SERVED PERSONALLY. FINALLY, I AGREE THAT IF THERE IS A CHANGE IN ANY OF THE INFORMATION CONTAINED IN THIS APPLICATION, I WILL NOTIFY THE LANDLORD OR MANAGER WITHIN TEN (10) DAYS OF SAID CHANGE. THE UNDERTAKINGS IN THIS AGREEMENT WILL CONTINUE EVEN AFTER THE EXECUTION OF A RENTAL AGREEMENT.

Signed \_\_\_\_\_  
Applicant Date

Signed \_\_\_\_\_  
Applicant Date

**IN CASE OF EMERGENCY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_

Relationship: \_\_\_\_\_

**STATE OF IOWA  
NON-LAW ENFORCEMENT RECORD CHECK REQUEST  
FORM A**

**TO: Iowa Division of Criminal Investigation  
Bureau of Identification  
Wallace State Office Building  
Des Moines, Iowa 50319  
(515) 281-5138  
(515) 242-6876 (fax)**

**ACCOUNT NUMBER**  
 Attention: Margie Surrell  
**FROM:** Green Acres Homes  
 location: 3003 Murray Road  
 mailing: P.O. Box 346  
Estherville, IA 51334  
 Phone # 712-362-5786 or 712-362-5541  
 Fax # 712-362-2115

I am requesting an **IOWA CRIMINAL HISTORY** check on:

(Type or Print Legibly)

**REQUEST**

<b>Last Name</b> (mandatory)  <b>Date of Birth</b> (mandatory)	<b>First Name</b> (mandatory)  <b>Sex</b> (mandatory)	<b>Middle Name</b> (recommended)  <b>Social Security Number</b> (recommended)
_____ <b>Signature of Requester</b>		

*There is a separate Form "A" required for each last name submitted*

(DCI Use Only)

**RESULTS**

As of \_\_\_\_\_, a Name and date of birth check revealed:

CCH record attached       No CCH record found

DCI initials \_\_\_\_\_

**WAIVER**

I hereby give permission for the above requesting official to conduct an Iowa criminal history record check with the Division of Criminal Investigation. Any information maintained by the DCI may be released as allowed by law.

_____ <b>Signature</b>	_____ <b>Date</b>
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