



(DRAFT)
DECLARATION OF
RULES AND REGULATIONS
FOR
“TOWER VIEW”

A licensed manufactured housing community
City of Ogilvie, County of Kanabec, Minnesota

~~Issued: January 01, 2008, Rev. 1~~

The following Rules and Regulations are provided to all residents of the Community and they are issued as required by Minnesota Statute ###. These Rules and Regulations replace any other previously issued Rules and Regulations and will be fully enforceable within sixty (60) days of being issued to current residents, or immediately to any new residents of the Community.

These Rules and Regulations are incorporated into the Terms and Conditions of the residents Lease. In accordance with Minnesota state law these Rules and Regulations can be modified at any time after a lease is signed as long as the modifications do not substantially modify the original agreement to existing residents. These Rules and Regulations are legally binding in the court of law and will be strictly enforced by the Community management.

Resident(s) Initials: _____ , _____

RULES AND REGULATIONS

1. THE COMMUNITY, HOMESITE AND STRUCTURES

- 1.1. Rent and any existing account balances are due on the first (1st) day of each month. Payments postmarked after the fifth (5th) day are considered late and a late fee will apply in accordance with the current Fee Schedule. If a resident fails to make payments when they are due they will receive any or all of either a Violation Notice(s), additional fines and possibly be evicted from the Community.

Note: Minnesota Statute 327C.09, Subdivision 2 allows the Resident ten (10) days after receiving a Violation Notice to bring their account current. If the Resident fails to bring their account current on or before the tenth (10th) day the Community will start eviction proceedings.

- 1.2. The Community management is authorized to manage the Community and to accept service of process and receive and give receipt for notices and demands.
- 1.3. The homesite where the resident's home will be located is leased "AS-IS." Any improvements, upgrades, additions etc required to place the resident's manufactured home on the homesite within the Community as well as any costs or expenses is the sole responsibility of the resident.

Note: All new homes coming into the community will be required to be set-up on cement slab foundations.

- 1.4. The Community manager must be present at all times to supervise the transporting of homes within the Community. Only licensed, insured movers will be allowed to move homes within the Community. Any repairs to fix damage sustained to the Community property while moving homes will be the resident's financial responsibility.
- 1.5. Thirty (30) day notice in writing from the resident is required before moving any home from the Community and paid receipts from utility companies must be presented before the unit is removed.
- 1.6. Any work, including but not limited to installation, transportation, maintenance etc for manufactured homes within the Community shall be completed by licensed contractors where required by law in accordance with state and local codes.

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- 1.7. Setting, stabilizing, winterizing, utility hookups, maintenance of homes is the resident's responsibility and must be completed by licensed contractors where required by law in accordance with state and local codes.
- 1.8. The resident will maintain all utilities from the point of connection for the resident's home to the home itself.

NOTE: All water lines must have a heat tape installed and operating in freezing weather. Generally, heat tape should be operating between November 15th and April 15th of each year.

- 1.9. Any costs related to unclogging sewers as a result of disposing insoluble material into the sewer are the resident's responsibility.
- 1.10. Dripping or leaking water lines, faucets, sewer lines or their connections must be repaired immediately.
- 1.11. All homes must be skirted with approved material within thirty (30) days of entering the Community. If the skirting was not provided by the home's manufacturer (for the actual home being skirted) the alternative skirting must be approved by the Community management, in writing, prior to installation.
- 1.12. Approval for any structures (other than residents' homes) such as porches, decks, fencing, storage buildings, etc. must be obtained from Community management, in writing, prior to construction or installation. A drawing or sketch showing the size, location, construction materials and color of the proposed improvement must accompany the request. No outdoor clotheslines, swing sets, jungle gyms, trampolines or any other outdoor playground type of equipment is allowed within the Community.

NOTE: Please ask the Community manager if you are unsure or have any questions about your outdoor equipment. Residents will be required to remove any unapproved structures at the residents' expense.

- 1.13. If the conditions relating to a residents home or homesite cause immediate danger, health or safety concerns to the Community, the resident is required to correct the violation immediately. If the resident fails to make emergency repairs immediately the Community may do the work and charge the reasonable costs back to the resident. If the resident fails to regularly repair and/or maintain their home and homesite as needed in a timely manner the Community will respond by issuing Violation Notices which could result in fines and eviction.

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NOTE: If it is not possible or practical to provide written notice and if immediate maintenance is essential, the Community may do the emergency work without giving notice and may charge the reasonable costs back to the resident. As required by Minnesota state law the Community must provide notice of charges for emergency work to the resident in an itemized bill which states a deadline for payment, and any unpaid balance shall be deemed additional rent due hereunder.

- 1.14. The Community management and its authorized representatives reserve the right to access a resident's homesite at reasonable times to service the Community's operations or anytime if an emergency arises.

2. ILLEGAL AND NUISANCE ACTIVITIES

- 2.1. Illegal activities including drunkenness, drug use, deviant acts occurring outside of the home while on the Community property is prohibited.
- 2.2. No weapons of any kind such as firearms, air rifles, BB guns, bow and arrows, or sling shots may be used within the Community.
- 2.3. No Fireworks of any kind may be used within the Community.
- 2.4. No excessive noise of any kind will be tolerated within the Community. If noise of any kind coming from a resident's home can be heard, or continually disturbs residents in neighboring homes, the offending resident will be issued a Violation Notice and face fines and possible eviction.
- 2.5. No peddling, soliciting or distribution of any type of product or service is permitted within the Community without the prior written approval of the Community management.
- 2.6. No trespassing! All residents (exclusive of the Community management) are NOT allowed to encroach on another resident's rented home site without their expressed permission. Residents are responsible to see that all minors under their supervision do not violate other residents' rented home sites and privacy.
- 2.7. The Community is PRIVATE PROPERTY and anyone engaging in activities which violate the Community Rules and Regulations will either be removed from the property if they are not residents of the Community OR if the violators are residents of the Community they will receive Violation Notices, risk fines and possible eviction.

3. PETS AND ANIMALS

- 3.1. Sorry, we are dog lovers but in multi-residential properties we DO NOT ALLOW dogs of any kind within the Community.

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- 3.2. Only pets approved by the Community management will be allowed to reside within the Community. Pets that are approved by the Community management such as domestic birds or other domestic animals that receive three (3) nuisance Violation Notices in a twelve (12) month period will result in the immediate eviction of those specific pets from the Community.

NOTE: Nuisance Violations are defined as excessive loud chirping, singing, squawking, meowing, eliminations of any kind etc. in such a way that disturbs the Community outside the offending resident's home.

- 3.3. Pets of any kind are not allowed outside the home, within the Community, unless the resident is outside with the pet under the resident's direct control.

4. LAND SCAPING AND EXTERIOR MAINTAINENCE

- 4.1. Each resident is required to attractively maintain their own homes. Any siding or skirting that is damaged or missing will be repaired or replaced immediately or within thirty (30) days of receiving a Violation Notice. If the exterior of the home is painted and the paint on a resident's home becomes faded and dull or has more chips than paint then the resident must correct the problem in a timely manner.

Note: Homes with painted exteriors must be regularly maintained. Homes with painted exteriors should be re-painted at least once every five (5) years or within twelve (12) months of being notified by the Community Management.

- 4.2. Each resident is required to attractively maintain their own lots/homesites. Only the resident's home, approved exterior structures or approved out-door furniture and appliances should be visible at all times. Residents are responsible for mowing, trimming and generally maintaining their own homesites. Mowing season starts when the Community management starts mowing the common areas and residents are required to mow their own sites once a week (weather permitting). The Community management will mow the common areas every Tuesday or the next possible day weather permitting and residents who have not mowed their sites the prior week will be charge \$20.00 each time the Community management does the work. Mowing is allowed Monday – Friday from 7:00am – 8:00pm. Saturday and Sunday mowing is allowed from 9:00am – 8:00pm.
- 4.3. The Community is not a storage yard, junk yard or waste dump. Residents who fail to regularly maintain their homes or homesites will face Violation Notices, risk fines and possible eviction.

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- 4.4. Approval for any landscaping improvements such as planting trees, bushes, flowers etc. must be obtained from the Community management, in writing, prior to conducting any work. If a resident moves from the Community, the Community management may require the resident to return the property to its original condition (excluding cement foundations). Otherwise, all improvements to the homesite become the Community's property and must remain behind.
- 4.5. Approval must be obtained from the Community management, in writing, prior to conducting any work on the resident's home site including any digging, driving of rods, stakes or posts into the ground etc.

5. VEHICLE RESTRICTIONS

- 5.1. Only two (2) passenger vehicles (including motorcycles) are permitted per home.
- 5.2. Community parking stickers and guest parking passes will be issued for the Community and must be visibly displayed within each vehicle or risk being removed from the Community. This rule will be in force when the parking stickers and parking passes are issued.
- 5.3. All commercial vehicles must be approved, in writing, by the Community management before being allowed to park within the Community.
- 5.4. Any vehicles that have exhaust systems or operate in such a way to create excessive noise will either be parked outside of the Community or will only be operated within the Community from 7:00am – 10:00pm.

NOTE: Your vehicle is too loud if you have to turn off the engine OR can not hear a person speak at a normal level when your vehicle is operating. Residents are also responsible for and must instruct visitors with loud vehicles to comply with the Community Rules and Regulations. Repeat violators will receive Violation Notices, risk fines and possible eviction.

- 5.5. The maximum speed limit required by Minnesota state law for manufactured housing communities of 10 MPH will be enforced.
- 5.6. Resident parking is allowed only where indicated for each homesite generally directly in front of resident's home. A minimum of ten (10) feet of open space is required between any home, porch, balcony, stairs or vehicles from one resident homesite to the next.

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- 5.7. Long-term or over-night parking on the streets within the Community is not allowed and may cause the vehicle to be removed from the Community.
- 5.8. Parking of vehicles anywhere else within the Community not designated as parking may cause the vehicle to be removed from the Community.
- 5.9. All vehicles must be removed from the streets following a snowfall or when requested or by the Community management.
- 5.10. Only vehicles that are operable (running and drivable), have current vehicle registration and insurance on file with the Community management are allowed to park within the Community.
- 5.11. No maintenance of any vehicles or mechanical devices of any kind is allowed anywhere within the Community.
- 5.12. All unlicensed recreational (non-passenger) vehicles such as all-terrain vehicles (ATV's), snowmobiles, motorcycles, etc. shall not be operated within the Community except for egress (coming or going) to the residents home.
- 5.13. All unlicensed recreational (non-passenger) vehicles must be stored out of site when not in use.
- 5.14. All unlicensed recreational (non-passenger) operating within the Community need to be specifically listed on a current homeowner's insurance policy OR have their own separate liability insurance policy and the policy must be on file with the Community management.
- 5.15. Any vehicles removed from the Community will be done so at the owner's expense.

6. LEASING, SUBLEASING AND HOME SALES WITHIN THE COMMUNITY

- 6.1. Minnesota state law requires all full-time residents of the Community and any guests staying with a resident of the Community for more than seven (7) days to be registered with the Community management. Please keep this information updated as your situation changes.
- 6.2. Lot rentals are for **RESIDENTIAL PURPOSES ONLY**. Business activities of any kind are NOT ALLOWED within the Community.
- 6.3. Any resident or other person or agent of a resident offering, contracting, or negotiating the sale of a manufactured home within the Community must comply with Minnesota state laws for homes sold within manufactured housing communities. Please ask the Community management for a copy of the state requirements if you plan on selling your home within the Community.

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- 6.4. Current residents may not sublet (rent their house or apartment to another person) without prior approval in writing from the Community. All potential renters will be required to complete a Rental Application and be approved by the Community regardless of whether the home is being rented by the homeowner.

- 6.5. The Community management and owner of the Community shall not be liable for any loss suffered due to severe weather, fire, vandalism, theft, accident or any other cause whatsoever.

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