

Madelia Mobile Village Cooperative

COMMUNITY RULES AND REGULATIONS

1. GENERAL RULES AND RESPONSIBILITIES

- I. The Cooperative is responsible for:
 - a) All underground utilities, including water, sewer, and gas (unless damaged by the act of a resident);
 - b) Snowplowing of roads;
 - c) Maintenance of roads and common areas-including trees
 - d) Above ground utility lines, including water, sewer, gas and electric lines, up until the gas meter, the electrical pedestal, and water riser.
- II. The Cooperative member/tenant is responsible for:
 - a) Payment of lot rent on time (due the 1st of each month).
 - b) Blocking homes for stability and hook-up to sewer, water, electric, gas, telephone, cable and the maintenance of it;
 - c) Appearance of the home and lot must comply with State, County, and local laws, ordinances and regulation. Regular annual inspection will be done of the lot and exterior of the home you will be given 30 days in writing,(as required by Minnesota statute 327c.09 subsection 4) to comply with violation being found , unless you are given written permission for more time which is obtained from the Cooperative through its Management Agent. Any violation not corrected within the 30 days allotted, Management can send in a crew to do the work and charge back a reasonable rate plus up to \$10 per section 327c.03 subsection 4,
 - i) Display their home numbers on the home in a manner which is clearly visible from road in case of emergency (911)
 - ii) Storm doors, windows and screens must be repaired;
 - iii) No insulation that is visible will be allowed in windows or doors;
 - iv) Any damage to the home or any structure on the lot due to fire, which is beyond repair, must be removed.
 - d) Skirting on the homes must be factory skirting. It must have two access panels and must be permanently affixed to your home and be in good repair.
 - e) Hitches must be removed when entering or upon re-skirting. Existing hitches must be kept attractively painted and maintained.
 - f) All state or local taxes on the home are the responsibility of the home owner/site occupant. You may not remove or sell home unless all taxes are paid and a receipt of payment is given to Management Agent. Also, a permit to move the home must be obtained from local government and a copy of that will also need to be given to Management Agent.
- III. The speed limit in the park is ten (10) MPH.
- IV. Discharge or use of firearms, BB guns, archery equipment, and any other dangerous weapon is strictly prohibited.

- V. Fire works which are illegal in the state of Minnesota are not allowed in the park. Keep fireworks away from homes and trees.

2. OCCUPANCY

- I. No rentals or sublease arrangements not in place on Cooperative purchase date (December 22, 2008) will be allowed. Any home rented in the community as of Cooperative purchase date may be rented indefinitely. If and when any such home purchase date is sold, it must be sold to a Cooperative member, who must be the owner-occupant.
- II. All new residents as of the Cooperative purchase date (December 22, 2008) needs to become a member of the Cooperative. The board secretary and /or the membership chair, if any, will be responsible for overseeing this process.
- III. All park rent is due on the first (1st) day of the month. There is a \$25 late fee after the 5th of the month. Rent must be paid by money order, personal check, or cashiers' check to Alliance Bank.
- IV. Any resident wishing to sell or remove their home must give thirty (30) day written of intent to Management Agent.
 - a) For sale of home:
 - i. Any sale of a home is subject to the approval by the Cooperative Board; application for the home must be sent to the Management Agent and approved prior to new residents occupying home;
 - ii. A resident selling the home must comply with the disclosure laws laid out in MN Statute 327c.07 subd.3a;
 - iii. The Cooperative, through its Management Agent has the right to inspect the exterior of the home to insure it complies with preexisting park rules applicable to maintenance of the home;
 - iv. The home is required to comply with any required state and local regulations regarding health and safety;
 - v. Change of title and taxes on the home will need to be made current within ten (10) days of sale and a copy of both given to the Cooperative's Management Agent;
 - b) For removal of the homes:
 - i. All taxes assessed against the home are to be paid in full;
 - ii. In addition, a copy of the permit to remove is given to Management Agent prior to removal;
 - iii. The lot is to be cleaned of any trash, debris, and hazards- such as broken stairs, outbuildings in disrepair, broken glass, etc;
 - iv. Any outbuilding, decks, etc. must be removed when resident leaves premises. If not removed, the organization will charge the departing resident for any and all removal charges.
 - c) For homes to be moved in:
 - i. The Cooperative Board, Management Agent, reserves the right to inspect and view any home before it moves into the park;

- ii. If required by local, state or federal regulation, the age and condition of the home must first be approved by regulating authority;
 - iii. All homes must be skirted within 30 days of entering the park. No storage will be allowed under the home until it has been properly skirted. New skirting on the home must be metal or plastic and must match the color theme of the home. Proper ventilation and access to utilities must be provided on whichever side they are located.
- II. Any in-home businesses that create additional traffic, noise, or odor to the park must be approved by the Cooperative Board.
- III. Sewer/plumbing systems are not to be used for disposal of grease, feminine hygiene products, children's toys, rags, non-bathroom tissues or any other items which may clog the line. Any charges related to the repair of the lines due to residents misuse will be charged back to that homeowner.
- IV. The tenant is responsible for securing the home's water lines from leakage or freezing, using heat tape or some other method. The homeowner is responsible for all damages caused by failure to properly maintained water line.
- V. Any additional occupant staying longer than 30 days must be approved for residency.
- VI. All tenants are responsible for the actions of their children (under the age of 18), guest, guest's children and pets. Rules apply to resident, and resident children.
- VII. Tenants are to conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is prohibited.
- VIII. THIS IS A DRUG FREE PARK! Any sale, use or giving of illegal drugs to others in the park is prohibited and is cause for IMMEDIATE EVICTION.
- IX. ABUSE TOWARDS CHILDREN OR OTHERS IS PROHIBITED! If you are arrested for fighting or abuse of another individual while in the park you may be evicted immediately. This will be subject to the Cooperative Board review.
- X. Keep noise at a moderate level so as not to disturb the quiet enjoyment of neighbors.
- XI. NO LOUD MUISC BETWEEN THE HOURS OF 10:00PM AND 10:00 AM.
- XII. No child under the age of 6 is allowed to be in public playground area with out an adult or someone over the age of 15 supervising them.
- XIII. Residents are prohibited from trespassing on other home sites or vacant lots.
- XIV. Children under the age of 18 will respect all curfews set forth by the City of Madelia; for children 16 and under this is 10pm all year round. For children 16-18 the curfew is 12 am during the school year and 1 am during summer months unless children are in the company of an adult.
- XV. Children are not to climb any tree within the park.
- XVI. Residents caught destroying property will be responsible for repairing damages, any cost related to damages and/or any legal expense related to that damage.

3. BUILDINGS, STRUCTURES AND LOTS

- I. Steps, porches, decks, canopies or any other additions, must be approved by the Cooperative Board through its Management Agent, in writing before installation begins. The proper permits must be obtained by local ordinance. The Cooperative Board reserves the acting through it

Management Agent, to deny any existing additions, storage sheds, canopies, decks or fences which have been erected on the premises. Any future improvements of this type must receive prior written approval.

- a) **Steps:** Only factory built steps permitted.
 - b) **Storage sheds:** Only one (1) allowed per household and limited to 10 square feet by 10 square feet. Sheds must be placed in a space designated by the Cooperative Board and communicated by its Management Agent. Shed must have a treated floor and the exterior must be in good repair and attractively maintained. The roof must be pitched.
 - c) **Add-on room and additions:** Are all subject to Cooperative Board and Management approval. They must comply with local ordinance and be factory made additions with State approval of the construction compliance. Any addition must have matching skirting. Management has the right to inspect or have inspected any non-conforming additions. If any addition is judged a hazard or an eyesore, it must be removed.
 - d) **Clotheslines are permitted.** Umbrella-type or retractable type laundry lines are permitted and should be located to the rear of the house.
- II. Tenants are responsible for the upkeep and removal of all trash on their lots. Trash should be kept in the appropriate, closed container and be as out of sight as possible.
 - III. Disposal or deposit of hazardous or toxic waste is prohibited. No gas, oil, or car fluids may be stored outside on the lot.
 - IV. Appliances, large containers, anything related to a motor vehicle may not be left on lot or around the home. Only lawn furniture, a grill, bikes (if in working condition) and small children's outdoor toys are allowed on the lot as long as they kept neat and picked up nightly.
 - V. Burning of leaves and garbage is NOT permitted. Outdoor fires may be used only in compliance with Madelia City code.
 - VI. The yard should be trimmed around the front, back and side up to the neighbor's lot. The lawn should be a maximum of 3-6 inches tall.
 - VII. If it becomes necessary for the Cooperative to issue a citation for mowing, trimming or removing of garbage, the resident will be given a 24-hour written notice. If the condition is not remedied, the Cooperative Management Agent will perform the required maintenance. Residents will be charged a reasonable amount for services, plus \$10.
 - VIII. Flowers and shrubbery may be arranged to suit occupants, however they may not interfere with any access to infrastructure that the organization will need to maintenance. Any trees, shrubs, sidewalks cannot be removed or added without permission from the Management Agent.
 - IX. Each resident is responsible for the street and sidewalk in front of their home to keep it clean and free from litter including grass trimmings.
 - X. Residents are responsible for snow removal (right after it is done snowing or the next morning if snow is still falling) from all sidewalks in front of your home to the edge of your neighbor's home. If it becomes necessary for the Cooperative Board to issues a citation for snow removal the required task and the resident will be charged a reasonable rate, plus \$10.

4. VEHICLES AND PARKING

- I. You may park no more than two vehicles directly in front of your home on the street. Additional vehicles may be parked in front of open lots or vacant home.
- II. NO PARKING ON THE LAWN.
- III. Only currently registered, licensed (with the state of Minnesota) and OPERABLE vehicles are allowed in the community.
- IV. Any in properly parked vehicle or not in working or properly licensed condition will be in violation of the park rules you will be given 24-hour written notice to fix the problem. If not fixed after such time, it will be towed at owner's expense.
- V. All vehicles must park in the right direction on the street.
- VI. Vehicles are to be moved from the street to allow for snow removal the morning after a snowstorm. Any vehicle not moved will be given 24-hour written notice to move their vehicle. Any vehicle not moved after that time limit WILL BE TOWED AT THE OWNERS EXPENSE! The resident will remove the snow from where the vehicle was or will be charged to have it removed.
- VII. Each resident needs to make arrangement if out of town to have vehicle moved off the street.
- VIII. Please respect your neighbors' lawn and parking area.
- IX. Only minor repair, such as plugs, tire changes etc. are permitted in park. No oil is to be left on street or cement pads.
- X. No boats, camper, trailers, mini-bike, go-carts or snowmobile are allowed to be stored in the community.

5. PETS

- I. Domestic pets (dogs or cats) are allowed, only two pets per household;
- II. Residents must fill out pet agreement and abide by the pet policy acknowledge and receipt of;
- III. Proper immunization and identification tags are required in accordance with the City of Madelia;
- IV. All pets must be registered with the Cooperative office, have a photo, most recent vet check up on file and this must be done once a year.

6. GARAGES

- I. Garages space is available on a first come first serve basis, except that Cooperative members will take priority. A waiting list of interested residents will be kept at the Cooperative office;
- II. Renters of garages are responsible for any damages or property loss;
- III. No additional electrical appliances are allowed without Cooperative Board permission;
- IV. A separate garage lease is required for each space rented;
- V. Only one garage per household and you must live in the Madelia Mobile Village Cooperative.
- VI. No transferring of garages will be allowed. If you no longer wish to have a garage you will need to turn the keys into the Cooperative office.

7. LIABILITY

- II. All tenants are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are required to carry homeowner's insurance.
- III. The Cooperative shall not be liable for debt or damage for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot. The Cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, sewer, or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or park premises, nor for any damages arising from acts of neglect of co-resident, or other occupants of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof.
- IV. Homeowners hereby covenant and agree to indemnify Cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or other claims or losses. Nothing herein shall deem to release the Cooperative from gross negligence.
- V. Except for gross negligence of Cooperative, homeowners hereby release Cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with the premises or nearby streets. Also, the Cooperative is not responsible for claims or damages caused by the re-entering and taking of possession by Cooperative under conditions of these rules and regulations.

RECEIPT OF PARK RULES FORM

Madelia Mobile Village Cooperative

I/We _____ hereby acknowledge receipt of a copy of the current Rules of Madelia Mobile Village Cooperative and hereby certify that I/we understand and commit to following these rules and regulations while living in the Cooperative. I/We understand that these rules may be incorporated into and form part of the terms of my Occupancy Agreement or lease and that they may be changed from time to time by vote of Membership of the Cooperative. Violations may form a basis for eviction.

(DATE)

(TIME)

(DAY)

LOT # _____ 25 5th Street NW, Madelia, MN 56062

Lot satisfactory checked by: _____ (as needed)

Homeowner:

Signature: _____ Date: _____

Print Name: _____

Adult Occupants:

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Witness:

Signature: _____ Date: _____

Print Name: _____

Title: _____ (If Applicable)