

Community Rules

Zumbro Ridge Estates, Inc.

A Resident-Owned Manufactured Housing Community

Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules and regulations of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large.

Thank you for complying with these Community Rules.

The Board of Directors

Original version: October 2017

Updated: October 2020

Table of Contents

<i>I. GENERAL RESPONSIBILITIES</i>	4
<i>II. OCCUPANCY</i>	4
<i>III. BUILDINGS AND STRUCTURES</i>	7
<i>IV. SITES</i>	8
<i>V. VEHICLES</i>	9
<i>VI. PETS</i>	10
<i>VII. PLAYGROUND RULES (New as of Oct. 2020)</i>	11
<i>VIII. BASKETBALL COURT RULES (New as of Oct. 2020)</i>	11
<i>IX. BUS SHELTER (New as of Oct. 2020)</i>	12
<i>X. ABANDONED TOYS AND PROPERTY (New as of Oct. 2020)</i>	12
<i>XI. REQUESTS FOR REASONABLE ACCOMMODATION</i>	13
<i>XII. ATTORNEY’S FEES AND COSTS</i>	13
<i>XIII. SEVERABILITY</i>	13
<i>XIV. LIABILITY AND INDEMNITY</i>	13

IMPORTANT NOTICE:

The rules set forth below govern the terms of your rental agreement with this manufactured housing community. The law requires all rules of this community to be reasonable. No rule may be changed without your consent unless this community gives you sixty (60) days advance notice of the change.

Subject to the terms of any written lease agreement, you may continue to stay in this community as long as you pay your rent and any other lawful charges, follow the rules of the community and applicable local, state and federal law, do not damage community property and do not repeatedly bother other tenants in the community. You may be evicted for nonpayment of rent, but only if you fail to pay all rent due within 30 days after you receive written notice that you are behind in your rent.

You may also be evicted for not following the rules of this community, but only if the rules are reasonable, you have been given written notice of your failure to follow the rules, and you then continue to break the rules. You may not be evicted for joining a tenant organization.

If this community wishes to evict you, it must give you 60 days advance notice, except if you are behind in your rent, in which case only 30 days' notice is required. The eviction notice must give you the reason for the proposed eviction.

You have the right to sell your home in place to anyone as long as the buyer and his household meet the rules of this community. You must notify the community if you intend to sell your home. Failure to do so may mean that the buyer will be required to move the home from the community.

Copies of the law under which this notice is required may be obtained from the consumer protection bureau of the attorney general's office, at (651) 296-3353 or (800) 657-3787.

I. GENERAL RESPONSIBILITIES

- 1) The corporation is responsible for:
 - a) All underground utilities
 - b) Snowplowing of roads
 - c) Maintenance of roads and common areas
 - d) Trees

- 2) The homeowner is responsible for:
 - a) Hooking up to utilities and maintaining connections
 - b) Upkeep of their lot: Consistent with the provision of Minnesota Statutes Section 327C.03, Subd. 5, any owner of a home in the community who does not maintain a manufactured home, its skirting, or its utility connections in a way consistent with good maintenance practice and the community's appearance as neat, clean and properly maintained, in addition to performing any maintenance and trash management required to maintain general appearance of the community as clean, neat, and properly maintained, will receive reasonable notice to remedy the situation. If the home owner fails to act on the deadline, the community can and will perform the work, and will charge a reasonable rate plus ten dollars to the homeowner.
 - c) Obeying rules and regulations
 - d) Payment of lot rent on time
 - e) Prominently displaying the street number on the front of the home for emergency location (911)
 - f) All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the Co-op.

- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.

- 4) The speed limit in the community is Ten (10) MPH.

- 5) Discharge of firearms, BB guns, archery equipment, illegal fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!

II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Corporation's Bylaws.

- 2) *All community rents are due on the first (1st) day of the month. There is a thirty-five dollar (\$35.00) late charge for rent received after 5:00 pm on the fifth (5th) calendar day of each month or later. Cash is not acceptable for payment of rent. A returned*

check fee will be assessed \$35.00 over the current bank fees per check. No re-deposits will be made. (Modified Oct. 2020)

- 3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the corporation and the approval process for tenancy.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the US. Dept. Of Housing and Urban Development and published in the Federal Register.

- a) For sales of homes:
 - i) The letter will contain the agent's name, telephone number, and address;
 - ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
- b) For removal of homes:
 - i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - ii) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- c) For homes to be moved in:
 - i) The Board of Directors requires written approval of all new and used homes prior to delivery.
 - ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community.
 - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
 - iv) All work must meet the minimum standards set by the applicable authorities of the State of Minnesota. The homeowner must provide the Corporation with a copy of proof of insurance for all contractors and subcontractors prior to the commencement of on-site work.

- 4) Only those in-home businesses that do not create additional traffic, noise, or odor or the unreasonable use of water, sewer and/or septic services to the community are allowed. *Unless hired to perform work for Zumbro Ridge Estates, commercial or work-related vehicles and trailers may not be parked in a resident's driveway or lot or on any street in the community. Parking or storage of a resident's work-related vehicles may be available in the reserve parking lot, depending on space and at the discretion of the board of directors. (Modified Oct. 2020)*
- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins (including feminine hygiene products) children's toys, diaper wipes, diapers, non-bathroom tissue and bio-hazard material. As a co-op member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. Don't forget to inspect and plug them in each year in the fall. The corporation reserves the right to shut off the water at any home where there is a leak until a repair is made. If the damages to the corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 7) Notify the Board of Directors if there is a change in the occupancy in your home of over 30 days. The Board of Directors requires an Occupancy Agreement to be signed by an additional adult occupant as well as a criminal background check.
- 8) All residents are responsible for the actions of their guests, their children, any tenants approved by the corporation and their pets. Rules apply to all guests as well as the resident household.
- 9) Adults, children and pets are not to be on the property of others uninvited.
- 10) Residents and homeowners will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction and/or expulsion.
- 11) *A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 8 AM. Outdoor social events and music from vehicles will keep noise at a level that is not heard in neighboring homes. Loud engines and mufflers are not allowed within the community. Violations of the noise restrictions will result in:
First offense: Warning
Second offense: \$25 fine*

Third offense: \$50 fine

Fourth offense: Possible termination of Occupancy Agreement

(Modified Oct. 2020)

- 12) Homeowner owns and is responsible for all repairs and maintenance of any aboveground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "Safe Tank" standards as published by the Minnesota Pollution Control Agency and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents. Screening the tank from view is suggested.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 3) *Any structure that is constructed of non-rigid material—such as fabric or plastic—is not allowed. Soft-sided structures that were in place prior to October 2020 are allowed, provided the structure has not been damaged. (Modified Oct. 2020)*
- 4) *Free-standing basketball hoops are not allowed. (Modified Oct. 2020)*
- 5) Steps to homes are to be wood, aluminum or pre-cast concrete. Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side.
- 6) The size and number of utility buildings allowed on each lot shall be determined by the Board of Directors and each such building must comply with all applicable laws, ordinances and regulations. Metal buildings are permitted. Any new structure is to comply to the following standards:
 - a) may not exceed 12' X 12', provided, however, that the replacement for any utility building that was in existence on the date that the corporation acquired the community may be replaced on the same footprint of the utility building being replaced;
 - b) roof is pitched;
 - c) doors and windows stay in good repair and are able to be closed.

- 7) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior approval by the Board of Directors in writing and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Township's building permit, if required, is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 8) *Pools larger than a kiddie pool are not allowed. Kiddie pools must be emptied and moved daily in order to prevent grass kill. (Modified Oct. 2020)*
- 9) *Trampolines are not allowed in the community unless they are permitted under the Corporation's insurance policies. (Modified Oct. 2020)*
- 10) Commercial signs are not allowed.
- 11) A commercial "For Sale" sign or a "For Sale by Owner" sign may be posted on the lot when homes are for sale.

IV. SITES

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed, the grass no higher than 6". If a lot is neglected, the corporation reserves the right to have the lot cleaned and paid for at the owner's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No old furniture of any kind except for lawn furniture may be left around the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces or barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences.

- 7) The use of the lot by the homeowner will not interfere with the corporation's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant!
- 8) Approval for planting, trimming and replacement of all trees is at the discretion of the Board of Directors.

Violations of any of the above site restrictions will result in:

First offense: Warning

Second offense: \$25 fine

Third offense: \$50 fine

Fourth offense: If a lot cleanup problem, the board may hire someone to remedy the problem and charge the resident a \$10 administrative fee plus \$35 per hour, minimum one hour. (Modified Oct. 2020)

V. VEHICLES

The following rules apply to both resident and guest vehicles.

- 1) *Unregistered or inoperable cars, trucks, boats, trailers, RVs and ATVs—whether owned by a resident or a guest—are not allowed to be parked or stored anywhere in the community. No vehicle repair or fluid changing is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted. (Modified Oct. 2020)*
- 2) *Wherever a driveway has been provided, residents are to use their driveway for vehicle parking, and not the street. Vehicle parking and storage is not allowed on the grass or in other locations on the resident's lot. If a driveway has not been provided, the resident may use space in front of their lot to park vehicles, provided it does not block snowplowing or emergency vehicles. Parking in or in front of neighboring or vacant lots is not permitted. (Modified Oct. 2020)*
- 3) *Parking or storage of excess vehicles may be available in the reserve parking lot, depending on space and with prior approval of the board of directors. (Modified Oct. 2020)*
- 4) *Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.*
- 5) *Storage of boats, trailers and recreational vehicles on a resident's lot is not allowed. Parking or storage of these vehicles may be available in the reserve parking lot, depending on space and at the discretion of the board of directors. (Modified Oct. 2020)*
- 6) *Kayaks and canoes must be kept within your home or a storage unit. (Modified Oct. 2020)*

- 7) There is to be no racing or inappropriate use of vehicles in the community.
- 8) The speed limit is 10 MPH.
- 9) Overnight parking of vehicles with a gross vehicle weight (GVW) of over 20,000 pounds in the community requires prior approval of the Board of Directors.

Violations of any of the above vehicle restrictions will result in:

First offense: Warning

Second offense: \$25 fine

Third offense: \$50 fine

Fourth offense: Vehicle is subject to being towed from the community

Fifth offense: Possible termination of Occupancy Agreement

(Modified Oct. 2020)

VI. PETS

While the members of this community understand that pets are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets are allowed in this community with restrictions. *All pets must be licensed and immunized.* Placement of farm and wild animals on any corporation property is not allowed. *(Modified Oct. 2020)*
- 2) Any dog with a history of aggressive behavior or biting is prohibited.
- 3) Permitted dogs and cats must either be restricted to their lot or walked on a leash and must be registered in compliance with all applicable laws, ordinances and regulations. A barking dog may not be left outside for longer than ten minutes. No household may have more than one (1) dog weighing more than thirty (30) pounds. *If a pet is running loose within the park, the following will occur:*
 - First offense: Warning*
 - Second offense: \$25 fine*
 - Third offense: \$50 fine*
 - Fourth offense: Your right to have a pet in the community may be terminated**(Modified Oct. 2020)*
- 4) *All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner. If an owner does not clean up their pet's waste, the following will occur:*
 - First offense: Warning*
 - Second offense: \$100 fine*
 - Third offense: Your right to have a pet in the community may be terminated**(Modified Oct. 2020)*

VII. PLAYGROUND RULES *(New as of Oct. 2020)*

- 1) *Hours are 7:30 AM to 10:00 PM daily*
- 2) *Children under the age of six (6) must be accompanied by a person age 14 or older at all times.*
- 3) *Public urination or defecation is not allowed in the park area.*
- 4) *Bullying is not allowed.*
- 5) *Food, beverages and smoking are not allowed within the Playground area.*
- 6) *Playground equipment may not be used by anyone older than 14 years of age or over 160 pounds.*
- 7) *No jumping off any equipment.*
- 8) *Swings are to be used by one person, unless a parent is swinging a small child in the parent/child swing.*
- 9) *No climbing on top of swing set or yellow tops of playset.*
- 10) *Cameras are on 24 hours a day*

Violation of any of the above rules will result in:

First offense: Warning

Second offense: Banned from playground for one week

Third offense: Banned from playground for one month

Fourth offense: Possible termination of Occupancy Agreement

- 11) *Parents are responsible for ensuring that their children and guests know and follow the rules of the Playground and Community. Parents will be responsible for the cost to repair damage to or destruction of any playground equipment or landscaping caused by the resident's child or guest.*

Bike Racks in the Playground Area

Adults and children are to park their bikes in the racks provide when at the Basketball Court and Playground. Violations of this rule will result in:

First offense: Warning

Second offense: Bicycle will go into storage for one week

Third offense: Bicycle will go into storage for one month

Fourth offense: Bicycle will go into storage for one month, and a \$25.00 fine

Fifth offense: Bicycle will go into storage for one month, and a \$50.00 fine

At the end of summer any bikes still in storage will be given away.

VIII. BASKETBALL COURT RULES *(New as of Oct. 2020)*

- 1) *Hours are 7:30 AM to 10:00 PM*
- 2) *No bikes, roller blades, scooters or any other toys are allowed on court. No chalking of the court.*
- 3) *No food, beverages or smoking are allowed on the Basketball Court.*

- 4) *Children under the age of six (6) must be accompanied by a person age 14 or older at all times.*
- 5) *When not in use, basketballs are to be kept in the basketball rack. Violation of this rule may result in no basketballs being available.*
- 6) *No hanging on the hoop or backboard.*
- 7) *No climbing of the basketball pole.*
- 8) *No parking on grass at any time.*
- 9) *Cameras are on 24 hours a day*
- 10) *Parents are responsible for ensuring that their children and guests know and follow the rules of the Basketball Court and Community. Parents will be responsible for the cost to repair damage to or destruction of any equipment or landscaping caused by the resident's child or guest.*
- 11) *Violation of the above rules will result in:*

First offense: Warning

Second offense: Banned from the court for one week

Third offense: Banned from the court for one month

IX. BUS SHELTER (New as of Oct. 2020)

- 1) *The bus shelter is to be used ONLY when waiting for the bus. No playing or hanging out in the bus shelter unless waiting for the bus.*
- 2) *No food or beverages in the bus shelter at any time.*
- 3) *No smoking in the bus shelter.*
- 4) *No climbing on or out of windows.*
- 5) *Bench is for sitting only.*
- 6) *Cameras on 24 hours a day.*
- 7) *Parents are responsible for ensuring that their children and guests know and follow the Bus Shelter Rules. Parents will be responsible for the cost to repair damage to or destruction of any equipment or landscaping caused by the resident's child or guest.*

X. ABANDONED TOYS AND PROPERTY (New as of Oct. 2020)

The following applies to items that are left in any of the community's common areas or in a neighbor's or vacant lot. Parents are responsible for ensuring that their children understand and follow the rules.

First offense: Item(s) will be put into storage for one week. If not claimed, item(s) will be donated or disposed of.

Second offense: Items will be put into community storage for one month. If not claimed, item(s) will be donated or disposed of.

Third offense: Parent fined \$25.00 and item put into storage for a month.

Fourth offense: Parent fined \$50.00 and item put into storage for a month

XI. REQUESTS FOR REASONABLE ACCOMMODATION

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for Reasonable Accommodation to any Member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled Board Meeting. Any exception that is granted by the Board shall be subject to revocation at the sole discretion of the Board.

XII. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

XIII. SEVERABILITY

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

XIV. LIABILITY AND INDEMNITY

The Homeowner and his or her family members, guests, and invitees (collectively, the "Homeowner") shall indemnify and hold the Corporation, its Board of Directors, Members, representatives, and agents (collectively, the "Corporation") from any and all liability, loss and damage, including, but not limited to, bodily injury, illness, death or property damage which the Corporation becomes legally obligated pay, including reasonable attorney's fees and court costs, as a result of claims, demands, judgment or costs against the Corporation arising out of the Homeowner's use or occupancy of the Homeowner's lot or any Corporation property, including, but not limited to, park streets and roads, caused by or arising from the negligence, fault, or liability of the Homeowner or third parties, whether such negligence, guilt or liability is sole, joint or several.

The Homeowner's indemnification obligation hereunder shall include but not be limited to, any and all liability, loss and damage arising from: (i) the installation, use or maintenance of fuel storage tanks and any and all hazardous waste claims associated with the same, (ii) the keeping of pet(s), and (iii) the installation use or maintenance of plumbing, gas, water, steam 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, not for any damage arising from acts of other homeowners or occupants and 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. Nothing herein shall be deemed to release the corporation from gross negligence.

Except for gross negligence of the corporation, homeowners hereby release corporation from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the corporation is not responsible for claims or damages that may be caused by the re-entering and taking of possession by corporation under conditions of these rules and regulations or the laws of the State of Minnesota.

Community Rules Acknowledgement

By signing and dating this form, I/we understand and will obey these Community Rules. If we or any visitor or guest at our home or any member of our household does not follow the rules, I/we understand that this could be grounds for our eviction from the community.

_____	_____
Print name	Signature
_____	_____
Print name	Signature
_____	_____
Lot	Date