

Community Rules

Buena Vista

**A Resident Owned
Manufactured Housing Community**

Owned and operated by: Buena Vista Community, Inc.

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.

The Board of Directors

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 30 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. YOUR LEASE AGREEMENT MAY BE TERMINATED, RESULTING IN EVICTION, IF YOU FAIL TO PAY ALL RENT DUE WITHIN 7 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 APPROPRIATE NOTICE ACCORDING TO STATE LAW. IF YOU ARE BEHIND IN YOUR RENT THE NOTICE PERIOD REQUIRED BY LAW IS ONLY 7 DAYS, PRIOR TO TERMINATION OF LEASE AGREEMENT. THE TERMINATION OF LEASE 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 AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, at 2225 11th Avenue, Helena, MT.

I. GENERAL RESPONSIBILITIES

- 1) This mobile home park, as are all others in the state, is subject to Title 50 chapter 52 of Montana Cod Annotated, MCA 70-24, 25 & 33 and all applicable City, County and State laws. This means, among other things, that there is at least a yearly inspection by the City-County Health Department.
- 2) The cooperative is responsible for:
 - a) All underground utilities
 - b) Snowplowing of roads
 - c) Maintenance of roads and common areas
 - d) Trees
- 3) The homeowner is responsible for:
 - a) Hooking up to utilities and maintaining connections
 - b) Upkeep of their lot
 - 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.
- 4) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are required to carry homeowner's insurance and must provide a copy of their current insurance to the Cooperative.
- 4) The speed limit in the community is Ten (10) MPH.
- 5) Discharge of firearms and any other dangerous weapon is strictly not allowed. This is a life safety issue!

II. OCCUPANCY

- 1) In order to unify the Members and make the Corporation stronger, all homes within the Community must be owner-occupied, unless an exemption is granted by the Board of Directors according to the procedures outlined in VII. Failure to comply with this article shall result in eviction from the Community.

Excepting those homes rented at the time of community purchase, Rental or leasing of homes in the Community shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determine that a hardship exists. If an approval is granted, the decision

shall specify the hardship circumstance(s) and the condition(s) of approval. No rental contract exceeding one year may be approved, and each modification or renewal of a rental contract shall need Board approval. The vote of the Board of Directors shall be maintained in the official records of the Corporation.

- 2) All community rents are due on the 1st day of the month. There is a \$20.00 dollar late charge for rent received after the 10th day of each month. Alternate payment arrangements may be made with the property management company on a case-by-case basis for residents who pay consistently and are current on their rent. A returned check will be assessed \$20.00 over the current bank fees per check. No re-deposits will be made.
- 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. Failure to give notice can result in 30 days additional lot rent. Any buyer who wishes to stay in the community must be approved for membership and join the cooperative, and must be approved for tenancy.

If the homeowner receives more than one offer for the same price upon the same terms and conditions, and the potential buyers plan to stay in the community, the Corporations' preference is that the seller accepts the offer from a lower-income family or individual.

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 U.S. Department 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) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
 - ii) New homes moving into the community must have been built in 1980 or more recently.
 - iii) The Board of Directors requires written approval of all new and used homes prior to delivery.

- iv) The Board of Directors reserves the right to inspect and view any used home before moving into the community.
 - v) All work must meet the minimum standards set by local, state and federal law.
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
 - 5) Sewer systems are not to be used for disposal of grease, condoms, feminine napkins (including Tampax), children's toys, 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. All lines above ground are the responsibility of the homeowner. At this time, the standard method is by heat tape. You are required to inspect and plug heat tape in each year in the fall. Spigots, valves and other plumbing fixtures must not leak and must be kept in good repair. The cooperative 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. Conviction for a felony in the last five years or for any offense requiring registration under "Megan's Law" is grounds for rejection as an occupant or a member.
 - 8) All homeowners are responsible for the actions of their guests, members of their household, their children and their pets. Rules apply to all guests as well as the homeowner household.
 - 9) Adults, children and pets are not to be on the property of others uninvited.
 - 10) Residents and guests 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, with prosecution to the fullest extent of the law.
 - 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 7 AM on week days and 12 PM to 7 AM on weekends.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirled, 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) 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 and in accordance with the local building code.
- 5) All buildings, additions, porches, decks and sheds must be reviewed and approved in writing by the board of directors prior to construction. Children's play facilities are allowed without board approval. All structures must comply with the local building codes, and federal and state regulations, and be kept in good repair.
- 6) No pools or trampolines are allowed in the community as is required by the community's insurance.

IV. SITES

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.
- 2) Trash is to be kept in closed containers designed for that purpose and containers must be kept off of the road except on the night before and the day of trash service.
- 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 cooperative 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, 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, and small above ground fire pits are permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences are allowed but must be a maximum of 6 feet tall, must provide access to the lot via both the back and the front of the lot, and must be kept in good repair.

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

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles and trailers are allowed in the community for 90 days and then must be registered and inspected, or removed.
- 2) Parking spaces are available on the designated area as part of each lot. There is no parking on lawns, and no parking on the street. Additional parking is allowed in designated common areas.
- 3) There is to be no racing or inappropriate use of vehicles in the community.
- 4) The speed limit is 10 MPH.
- 5) 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.

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. Proper immunization and licensing is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed. A copy of each dog's current license must be kept on record with the co-op and all dogs and cats, and any other pets that will be kept outside, must be registered with the co-op.
- 2) Each household is allowed no more than 2 dogs and 2 cats. Pets existing in the community prior to acquisition by Buena Vista Community, Inc. are grandfathered in and are not subject to this rule. However, if a household currently exceeding this pet number limit loses, sells or otherwise reduces the number of pets in their home they may only replace these pets to the extent they do not exceed the community pet number limits. The pet number limit can be appealed to the board of directors on a case-by-case basis (for example: a household with 2 cats who has a non-resident family member die and wants to take in that family member's cat).
- 3) These dogs are prohibited:
 - a) Any of these dangerous breeds: Pit bull, Rottweiler, Wolf-dog hybrid.

- b) Any dog with a history of aggressive behavior or biting.
 - c) Any dog greater than 50 lbs. is subject to approval by the Board of Directors
 - d) Dogs of dangerous breeds in (a) above or over 50 lbs. as in (c) above that exist in the community prior to acquisition of the community by Buena Vista Community, Inc. are grandfathered into the community and are not prohibited. Letter (b) above applies to all dogs in the community.
- 4) Dogs will either be restricted to their lot either within a fence or on a chain. Dogs outside of their lot must be on a leash or be well trained and respond to voice commands. A barking dog may not be left outside for longer than ten minutes.
- 5) Cats must be spayed or neutered, and must be registered with the co-op. Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or restrain it to the inside of the home.
- 6) All solid wastes from pets are to be picked up by the owner immediately if in common areas and weekly if in the owner's yard. All waste must be disposed of in the proper manner.

VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a 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.

VIII. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the cooperative 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 cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. 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 cooperative 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.

In the event a legal action is commenced against the Cooperative by a homeowner, the prevailing party will be entitled to attorney's fees incurred in defending such action. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

IX. SEVERABILITY

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

X. LIABILITY AND INDEMNITY

The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or occasioned by or from 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 or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner 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. 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 losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

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 that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of Montana.

Buena Vista Community Rules

Total 11 Pages – Approved on 08/22/2013

by the Membership

Signed Kaaren Thompson Secretary of the Cooperative

(Signature above with printed below)

KAAREN THOMPSON

Printed [printed name]

Community Rules Acknowledgement

I/we _____

residing at _____ have received and read a copy of the Community Rules.

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.

Signature: _____ date: _____

Signature: _____ date: _____

This document to be kept on file by the Secretary of the Board of Directors.