

## THE COMMUNITY RULES

It is the sincere desire of Owner to insure that The Community is a pleasant place to live. It is for this reason that the Owner has adopted the following rules to benefit all The Community Residents. Most of the rules deal with common sense courtesy. Some are necessary to comply with law. All require the cooperation of the Residents for compliance and fair enforcement.

**B.1. ANCHORING.** In order to protect your mobile home from wind damage, as well as the homes of your neighbors, all homes must be properly anchored with adequate "tie downs". Compliance with local ordinances is also required.

**B.2. HITCH.** The hitch must be removed at the time of set-up.

**B.3. SKIRTING.** The mobile home must be skirted and the skirting must be painted within thirty (30) days after the mobile home has entered The Community. Structural improvements must be skirted at the time of their construction. The materials and construction methods used for the skirting are subject to Owner approval. Skirting material shall consist of wood siding, CDX plywood trimmed with batting and painted, vertical metal, or other material specifically approved by Owner. Chipboard or plastic are specifically prohibited. Skirting must remain in good repair and painted as necessary. Compliance with local ordinances is also required.

**B.4. DECKS, PORCHES, STEPS.** All mobile homes entering The Community are allowed one (1) set of temporary steps. If a mobile home is on a lot where the main entrance and the front of the home both face the street, as in a corner lot, then both of these entrances must have a permanent deck, porch or step constructed. Also, if there is more than one door on the main entrance side, then all entrances must have a permanent deck, porch or step constructed. The building material and design must be approved by Owner. A Resident will have three (3) months from the time the home is moved into The Community to complete their decks, porches, and steps. All decks, porches, and steps must remain in good repair and painted or stained as necessary. A Resident must comply with city ordinances and building codes regarding railings and steps.

**B.5. WALKWAYS.** A Resident will have three (3) months from the time the home is moved into The Community to complete permanent walkways. Several design options are acceptable (i.e. stepping stones, poured cement, wood constructed). Pallets are specifically prohibited. Walkways must be approved by Owner prior to completion and remain in good repair.

**B.6. FENCES.** There shall be no fences constructed to confine pets or to completely enclose a yard. Chainlink is specifically prohibited. All other fences must be approved by Owner regarding material and method of installation prior to the fence being installed. Fences must be kept in good repair and condition, and painted or stained as necessary. Fences shall be in acceptable condition and appearance to Owner. Fences which are or become unacceptable shall be removed. Non compliance will result in Owner performing the work in accordance with Paragraph A.9.

**B.7. YARD SHEDS.** All yard sheds must be approved by Owner prior to moving onto a rental lot. Owner strongly recommends wood sheds, although other types of sheds will be allowed upon Owner approval. If a yard shed's condition becomes damaged or beyond the ability to be improved to Owner's approval, Owner reserves the right to have the Resident remove or replace the yard shed upon notification. All sheds must have prior Owner approval as to placement on rental lot. No sheds to be placed at the front of the lots. Sheds must match the home as close as possible.

**B.8. UTILITIES.** The Resident is responsible for the proper installation and maintenance of utility connections from the lot outlets to and including the Resident's home. Pipes must be insulated to prevent damage from freezing during winter months. No running of water to prevent the freezing of pipes will be allowed. Caution should be exercised so as to keep the branch sewer line clean.

The Resident must consult with the Owner and utility service companies where necessary, before penetrating the ground, because of the danger from underground utility installations. The Resident is responsible for any damage caused by the failure to get the written permission of Owner to dig in a certain area.

**B.9. GENERAL RULE OF CONDUCT.** The welfare of the Residents of The Community requires that at all times there be consideration of your neighbor.

Conduct which violates a governmental law that protects the health or safety of other mobile home Residents, or which interferes with the quiet enjoyment of the other Residents of The Community, or which the Owner finds objectionable under the rules of The Community, is prohibited and **may constitute grounds for eviction under section 47-32-01 of the North Dakota Century Code.**

**B.10. SPECIFIC BEHAVIOR PROHIBITED.** No unreasonable noise of any kind that may be a disturbance to others will be tolerated. No guns are to be shot within or towards The Community. This includes BB guns, air rifles, and pellet guns. Alcoholic beverages may not be consumed in the common areas of The Community without the permission of Owner. Any public drunkenness or other immoral conduct in public is prohibited. Trespassing onto another Resident's rental space is prohibited. No open fires are allowed within The Community, though charcoal grills will not constitute an open fire.

**B.11. USE AND MAINTENANCE OF HOME.** To be admitted or allowed to remain in The Community, every Resident must use the home only as a Residential dwelling unit, maintain the appearance and good repair of the mobile home, and comply with all applicable building and health codes.

**B.12. MAINTENANCE OF RENTAL LOT.** The maintenance of common areas within The Community is the responsibility of Owner. However, the Resident is responsible for keeping the rental lot neat and clean. The use or storage of anything around or under the home that creates an eyesore or a health hazard is prohibited. The Resident is responsible for lawn care, to include weed control, and snow removal on the rental lot. Tree plantings and other landscaping, done by the Resident, exclusive of normal yard care, require Owner approval. Such landscaping and fences become part of the rental lot and shall remain as the property of The Community at the termination of occupancy, unless written permission for removal is given by the Owner. No notice will be given when your yard needs trimming or mowing. If grass exceeds 4-5 inches we will mow and trim as necessary and you will be charged. Resident is responsible for snow plow removal on rented lot, driveway, walkway and steps.

**B.13. GARBAGE** Garbage may be placed in a properly maintained plastic tote with lid. This tote should be in an inconspicuous place at all times. Garbage totes can be put out the evening prior to collection or the morning of collection only. Garbage must remain covered at all times when not in use. Garbage totes only shall be placed street side for collection at The Community. No burning of trash, leaves, or other material is permitted.

**B.14. EXTERIOR IMPROVEMENTS.** To maintain the quality appearance of The Community, exterior improvements by a Resident shall only be permitted with the prior written consent of Owner. Exterior improvements include any structural modification of the outside of the mobile home or the rental lot.

Owner has the authority to approve or disapprove the materials, design, construction, installation, location, or type of such an exterior improvement, in order to uphold the appearance and general welfare of The Community. Owner reserves the right to request the rental lot be returned to a condition/state that is acceptable to Owner.

The Resident shall also be responsible for compliance with governmental building codes, and for contacting utilities if contemplating digging activity.

**B.15. LANDSCAPING, GARDENS, TREES, SHRUBS.** The Resident must obtain Owner's approval on design, placement, and size of any landscaping, gardens, trees and shrubs to be planted or constructed on the rental lot.

**B.16. STORM SHELTERS.** Storm shelters are allowed to be constructed in The Community. Owner has the authority to approve or disapprove the materials, design, construction, installation, location, or type of such a storm shelter, in order to uphold the appearance and general welfare of The Community. The Resident is also responsible for complying with building codes and contacting utilities.

**B.17. PETS.**

No large dogs are allowed in The Community. Likewise, there shall be no doghouses, chain link or other fences to confine dogs, nor dogs tied to chains. Small lap dogs, cats, and animals normally domesticated as household pets, are allowed with the approval of Owner. The Owner reserves the right to be sole judge of which pets may reside in The Community. Exception to this rule: Service and therapy pets with proper documented paperwork.

The Resident shall be responsible for a pet owned by the Resident, as well as a pet owned by a guest. This includes the immediate removal of all pet litter left by the animal on any property of The Community.

No pet shall be allowed to run loose. Pets must be confined inside the home of their Resident owner. Pets are allowed outside only when accompanied by their owner and only when they are under the control of a hand-held leash.

An unreasonably noisy or aggressive animal, or any animal not meeting the approval of Owner, will be ordered removed from The Community, after warning to the Resident. An animal showing distemper or attacking a person must be removed immediately. Re-admittance of pets requires the approval of Owner.

**B.18. COMMERCIAL ENTERPRISES.** Commercial enterprises in any form will not be permitted without prior written consent of the Owner. Commercial enterprise includes auction sales and baby-sitting within The Community for individuals other than registered park Residents on a regular basis. Commercial enterprise also includes the distribution and posting of advertising materials. Consent will depend upon a consideration of the welfare of the Residents. Owner shall have the authority to require that personnel performing services within The Community be bonded or display a certificate of insurance, so as to protect persons and property.

**B.19. DOOR-TO-DOOR SOLICITATION.** Door-to-door solicitation will not be permitted without the prior written consent of the Owner. Such consent will depend upon a consideration of the welfare of the Residents.

**B.20. SIGNS.** No signs may be erected within The Community, other than one sign with the Resident's name and address on it and, where applicable, one "for sale" sign. Signs are not to exceed 300 square inches, and may be installed on the inside of a window or upon the exterior of the mobile home.

**B.21. VEHICLES AND TRAFFIC.** The roadways in The Community are privately owned and not owned by the public. The parking of vehicles and the movement of traffic shall be done according to the designation of Owner. The Resident agrees to register with Owner all vehicles regularly kept in The Community. Only motor vehicles registered in a state and licensed operators are allowed. Trucks larger than the average pickup, construction or farm equipment, and vehicles inoperable or unused beyond a reasonable amount of time period shall not be allowed. ATV's or snowmobiles may be operated within The Community, only to transport on the shortest entry route to, or exit route from The Community. The operation of minibikes or go-carts within The Community limits is prohibited. Trailers, boat trailers, RV's, or campers are not allowed to be parked on The Community streets.

Only RV's, boats and trailers with a Parking Agreement and Community parking tag/sticker are permitted to park in the recreational (RV) parking areas. No inoperative items (i.e. topper, lawn mowers, car parts, lumber or snowplows) are allowed. Only vehicles currently licensed and in running condition are allowed in The Community. The Resident will be responsible for the full cost of towing and storage of a violating vehicle.

Only two (2) vehicles are allowed to park in the assigned driveway per home Lot. If there is room for more than two vehicles, there will be an extra charge of \$5.00 for each additional vehicle. There will be no parking in vacant lots, on lawns or empty driveway spaces with motorized vehicles or trailers of any kind.

The immobilization of a vehicle for repair or mechanical work is prohibited except in those areas designated by Owner. No vehicle in The Community shall be excessively noisy nor will a vehicle leaking fluids onto the ground be permitted.

To ensure the safety of all Residents, observance of the posted speed limit (15 MPH) is required.

**B.22. MISCELLANEOUS.** No outside television, short wave, or radio antennas are permitted.

Large satellite dishes will not be allowed, although small DSS or other similar satellite dishes are acceptable.

Only furniture specifically designed for outside use is allowed outside of the home.

Each mobile home will be equipped with a fire extinguisher as recommended by the Minot Fire Department.

Contractual maintenance care by the Owner may be separately arranged.