

# **Community Rules**

**Trailer Terrace Community, Inc.**

**A Resident Owned  
Manufactured Housing Community**

**Owned and operated by: Trailer Terrace Community, Inc.**

Accepted by (initials) \_\_\_\_\_

## **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***

Accepted by (initials) \_\_\_\_\_

**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 10 DAYS ADVANCE NOTICE OF THE CHANGE. HOMEOWNERS MAY PETITION THE BOARD OF DIRECTORS FOR AN EXCEPTION TO A SPECIFIC RULE.**

**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 at [http://data.opi.mt.gov/bills/mca\\_toc/70\\_24.htm](http://data.opi.mt.gov/bills/mca_toc/70_24.htm) CHAPTER 24. RESIDENTIAL LANDLORD AND TENANT ACT OF 1977***

***and [http://data.opi.mt.gov/bills/mca\\_toc/70\\_33.htm](http://data.opi.mt.gov/bills/mca_toc/70_33.htm) CHAPTER 33. MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT***

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## **I. GENERAL RESPONSIBILITIES**

- 1) The cooperative 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
  - 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. Homeowners are responsible for any and all damages caused by them, their children and their guests. Homeowners are responsible for supervising their children and guests. Children cannot play outside their own yards without permission of the homeowners to play in another lot.
  
- 4) The speed limit in the community is five (5) MPH.
  
- 5) Discharge of firearms, BB guns, archery equipment, 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 Cooperative's Bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per house is three adults. The number of children is limited to that allowable under state law for the number of bedrooms.
  
- 2) All community rents are due on the first (1<sup>st</sup>) day of the month. There is a Twenty-five Dollar (\$25.00) dollar late charge for rent received after the fifth (5<sup>th</sup>) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed equal to 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. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative and the approval process for tenancy.

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- 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.
- 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 or tampons, children's toys, non-bathroom tissue and bio-hazard material. As a co-op member, you are an owner of our systems and plugged sewer lines are 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 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 cooperative reserves the right to shut off the water at any home were there is a leak until a repair is made. Excessive water use can result in a assessment to the homeowners.
- 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, 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.

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- 10) Homeowners will conduct themselves in a reasonable manner so as not to disturb others. Drunkenness and boisterous conduct will not be tolerated. The Community Neighborhood Watch person(s) will give out warnings for non-compliance of these rules and report to the proper civil authority and management. Eviction or legal action may follow if tenant is non-compliant after three warnings, verbal or phone, then a written warning or if law enforcement is called three times in the six month period or for the same tenant in the current year. This is a drug free community. Manufacture, use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction. Loud parties and excessive volume from radios, televisions, electronic equipment or musical apparatus will not be tolerated. 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.

### **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) 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.
- 4) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
  - a) may not exceed 12' X 12';
  - b) roof is pitched
  - c) doors and windows stay in good repair and are able to be closed;
- 5) 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 Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 6) No pools are allowed and no trampolines are allowed in the community per Cooperative insurance.
- 7) Commercial signs are not allowed.

### **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 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, 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. Portable gas and charcoal grills are permitted but firepits, barbecue pits and open fires are **not** permitted.
- 6) Fences may be no higher than six (6) feet. The Board of Directors has final approval on fences.
- 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) Approval for planting, trimming and replacement of all trees is at the discretion of the Board of Directors.

## **V. VEHICLES**

- 1) Unregistered and/or un-inspected motor vehicles are not allowed 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.
- 2) Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snowplowing or emergency vehicles. Parking must be within lot boundaries unless another lot owner grants specific permission for parking.
- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.
- 4) There is to be no racing or inappropriate use of vehicles in the community.
- 5) The speed limit is 5 MPH.
- 6) 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.*

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- 1) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed.
- 2) Any dogs with a history of aggressive behavior or biting are prohibited: All dogs must be house dogs that spend most of their times in the home of the owner. No more than two dogs per home are allowed. Dogs of owners in the park when the co-op acquires the community may remain, so long as all other pet rules are adhered to.
- 3) Permitted dogs will either be restricted to their fenced lot or dog run or walked on a leash. A barking dog may not be left outside for longer than ten minutes.
- 4) All cats must be kept inside of the home. The only exceptions are those cats that were permitted to roam free before the co-op acquired the community. No homes may have more than 2 cats. Cats of owners in the park when the co-op acquires the community may remain, so long as all other pet rules are adhered to.
- 5) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

#### **VII. 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.

#### **VIII. SEVERABILITY**

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

#### **IX. 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



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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.

Trailer Terrace Community Rules

Total 9 Pages – Approved on ~~Dec. 3, 2014~~ by the Membership

Jan. 24th 2015



John Word, Secretary

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