



PARK RULES AND REGULATIONS

High Ciara MHP, LLC

EMERGENCY PHONE NUMBERS

- | | |
|---------------------------------------|---------------------|
| 1. Ambulance, Fire or Other Emergency | 911 |
| 2. Mankato Police Department | 507-387-8780 |
| 3. High Ciara Owners; Mick Geary | 507-412-4040 (Cell) |

The PARK RULES AND REGULATIONS have been established to provide for the general welfare and enjoyment of all Residents and to ensure a pleasant, peaceful, clean and secure community. In addition to the following PARK RULES AND REGULATIONS, Residents are to also abide by all State, County and City laws and ordinances. Our first priority is your safety and quiet enjoyment of the park. To allow us to provide these benefits, a set of standards has been established and is contained herein as your PARK RULES AND REGULATIONS.

ACKNOWLEDGMENT OF COMMUNITY RULES AND OBLIGATIONS - Prior to admission to this community, each Resident must sign an Acknowledgment that they have read and received a copy of the PARK RULES AND REGULATIONS as set forth herein and any applicable Amendments. Failure to comply with the PARK RULES AND REGULATIONS may result in the termination of residency as provided by law. Please also note that from time to time, rules may be changed or additional rules may be added. Prior to any significant change implementation, a thirty (30) day written notice of the proposed Amendment will be provided to each resident at the mailing address or email on file. Any new rules and regulations will be considered a part of the PARK RULES AND REGULATIONS set forth herein and will be enforced accordingly.

- 1. ENFORCEMENT OF RULES AND REGULATIONS** - Every effort will be made by Management (i.e., Owner or Designee) to ensure that the PARK RULES AND REGULATIONS are enforced and that the safety and quiet enjoyment of all Residents is not disturbed. Ignorance of PARK RULES AND REGULATIONS will not be accepted as an excuse.
- 2. NOTICE OF RULE VIOLATION** - Management will contact Residents who violate a regulation by means of a personal visit, telephone call or a NOTICE OF RULE VIOLATION. It is expected that all Residents will correct the violation within the amount of time indicated. Repeat violation may lead to eviction proceedings. Please note that your adherence is absolutely essential to provide you and your neighbors a safe, clean and visually appealing neighborhood.
- 3. SECURITY DEPOSIT** - Tenants moving in a personally owned mobile home or purchasing a home already housed within the park, will be required to pay a security deposit due and payable upon signing of Tenant Lease Agreement. Tenants renting a home owned by management will be required



to pay a deposit, due and payable upon signing of Tenant Lease Agreement. The security deposit will be returned to the Tenant within 30 days of termination of tenancy and receipt of Tenant's new address, provided the site/home is restored to its original condition. A part or all of the security deposit will be withheld for repair of damages and/or the cleaning or removal of debris from site. A part or all of the security deposit will be withheld for the payment of rent or other charges owed to Management at the end of the lease. Tenant may not use security deposit to pay any portion of the last month's rental payment.

4. **RESIDENCY** - All Tenants are required to be listed on the Tenant Application Form before Management approves tenancy. No additional Tenants will be allowed to move into your home, unless by birth or adoption, without the notification and approval of Management. Any person living in a unit that is not authorized will be asked to leave immediately. Any Tenant that permits another individual to live within the park without the park's approval will be evicted.
5. **PAYMENT OF RENT - RENT IS DUE ON OR BEFORE THE 1ST OF EVERY MONTH.** Tenants will be given until the 5th of each month at which time a late fee of \$25.00 will be applied. If the 5th falls on a Saturday or Sunday, rent is due by 5:00 p.m. on the previous Friday. If rent is not paid by the 14th day of the month, there will be an additional late fee of \$5.00 per day, starting on the 15th day of each month and including the day that rent is paid. If rent and all late fees are not paid by the 5th day of the following month, it will be cause for immediate eviction.
6. **RETURNED CHECK FEE** - There will be a \$20.00 fee for each check returned by the Tenant's bank for any reason. If returned after the 5th, Tenant will also have to pay a late fee. Tenant will be required to pay rent by money order after the second occurrence of a "returned check".
7. **TERMINATION OF RESIDENCY** - Tenant must provide Management with at least thirty (30) days WRITTEN NOTICE of the removal of the mobile home from the leased site or of the Tenant's decision to vacate a mobile home rented from owners. Moving must be completed BEFORE the first day of the month or another month's rent must be paid, therefore, written notice must be given by the last day of the prior month before moving. For example if a Tenant was going to move out by July 1st, written notice must be received by May 31st. All rent and applicable charges owed by Tenant to Management, must be paid in full prior to the removal of home or from rented home. The leased site and/or rental property must be left in a clean and neat condition. Concrete slabs, garages, sheds and/or any building built on a concrete slab or other permanent foundation must remain on the site. Trees and shrubs will also remain on the site. Any expenses incurred by Management in restoring the site to its original condition, such as the costs of removing items, including, but not limited to abandoned home, trash, sheds, anchoring systems and tie downs, will be charged to the Tenant.
8. **SALE OF PERSONALLY OWNED HOME** - The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title of the mobile home. Resident shall not sublet, lease or rent their mobile home or site to another individual. Any contract for an in-park sale shall be contingent on Management's written approval for any new Tenant. All prospective Tenants



must complete a Tenant Application Form and may have a personal interview before residency is granted. Unless approved by Owner, a house may not be sold on a contract for deed - it must be paid in full immediately. Management has the right to reject an applicant for residency for false or misleading information on the Tenant Application Form or other legitimate reason. All of the above requirements must be completed by the closing on the sale of the mobile home. After closing, proof of the transferred title must be reviewed by Management. One 12" x 18" or smaller "For Sale" sign may be placed inside the front window of the home. Home must meet all park standards stated in these Rules & Regulations. Management has the right to make exceptions to this designation.

- 9. MINIMUM HOME STANDARDS** - In order for a mobile home to be resold and remain in or enter into the park all of the following must exist: (1) Home must be 25 years old or newer at the time of the sale, (2) pitched roof in good condition, (3) vinyl or other suitable siding, (4) metal or vinyl skirting that either matches or complements the color of mobile home, (5) exterior of home must be in good to excellent condition and physically appealing. Management has the right to make exceptions to these standards.
- 10. SKIRTING STANDARDS** - All homes must be skirted with either metal or vinyl skirting. Skirting must completely surround the home and have no significant breaks or damage. The entire home must be skirted with the same type of skirting and must be new materials. Skirting must be approved by Management and 100% complete within 30 days of moving into the park.
- 11. ADDITIONS TO HOMES** - Any additions, including, but not limited to home additions, porches, decks, garages, etc. must be approved by Management before construction begins. All construction must use newly purchased materials and either match or complement the color of the home and other existing building or additions on the site. A new paint color must be approved by Management. Any permanent additions, including garages will then become the property of the park at such time the home is removed from the site.
- 12. APPEARANCE OF HOME AND SITE** - Tenants are responsible for the appearance of their leased site. **All sites MUST be neat in appearance with either a garage or shed for storage of items** such as toys, lawn mowers, grills, and all other items which are left outside. If site does not currently have a garage or shed, the owner must build one at their own expense or store such items at a different location. Trash, trash bags, empty containers, junk, tires and other unused items will not be allowed in the yard, next to homes, under porches or in any other area either in or out of sight of those passing by. Windows must have proper window coverings (e.g., blinds or curtains). Windows may not have towels, blankets, tin foil or similar materials for use as window coverings. All tenants are responsible for mowing their own lawns and eliminating or minimizing weed growth. Grass must not exceed 4" in length during the mowing season. If a Tenants grass is not mowed to above standards, Management has the option of mowing Tenants grass at a rate of \$30.00 per lot, per mowing. Trees may not be planted without Owners permission. Planting of perennial or annual flowers is permitted. If applicable, tenant must maintain own driveway. No signage may be displayed on the



lot or home other than as stated in these Rules & Regulations. Any visible graffiti must be removed or otherwise addressed by the Tenant/home owner. **Demonstrating pride of ownership through the maintenance of homes and site is expected throughout the park.**

- 13. SNOW/ICE/GARBAGE REMOVAL** - Tenants are responsible for maintaining adequate snow and ice removal of their own sidewalks and driveways and all other appropriate areas on their leased site. Tenants are responsible for the routine (e.g., weekly) removal of all trash. All Tenants must use plastic or metal garbage cans with lids. No plastic bags of garbage should be set outside either in the driveway or next to or under the home. Garbage cans may not be set out until one day of prior to scheduled pick-up and must be returned to storage the day of pick-up. Any violations will be enforced by Management or the City of Mankato.
- 14. PETS** - Tenants who own their own home will be allowed to have one (1) inside cat OR one (1) **small, non-aggressive dog breed** (less than 30 lbs.). All dogs **MUST** be approved by Management before allowed into the park. Outside dog kennels, bed, dishes or any other equipment (including leash chains) are strictly prohibited. Dogs will not be allowed to be chained up to a leash, they must be accompanied by the owner at all times. All pets must be leashed at all times while walking throughout the park. Owner is responsible for cleaning up after their dogs. Also, any type of legitimate complaint (solely in the Management's opinion) on any pet may require the Tenant to immediately remove the pet from the park permanently. In addition, Tenants who are renting a home from Management may **NOT** have animals or pets of any kind on the premises. If Tenant ignores this rule and purchases a pet, this will give just cause for immediate eviction.
- 15. CHILDREN** - Parents and legal guardians are responsible for the actions of their children according to applicable local ordinances and state laws. Children are not allowed to loiter around the park or roam the streets one hour after sunset. Parents will be held accountable for children's actions and any damage caused by them. Children are not allowed to play in the streets. Children shall not play on other Tenant's home sites without permission from the Tenant, or on property not owned by the park (e.g., commercial building and parking area at center of the park).
- 16. CONDUCT** - It is vital that all Tenants respect the rights of other Tenants to enjoy the quiet and peaceful use of the park. Excessively loud music or televisions as well as shouting, threatening and abusive language or any other disturbing noises are not permitted within this community. Loud talking and the excessive and abnormal use of a television, radio, stereo, or other electronic devices will cease between the hours of 9:00 p.m. and 9:00 a.m. every day of the week. Interference with the quiet enjoyment of the other Tenants is just cause for eviction.
- 17. SPEED LIMIT** - All vehicles operating within the park **MUST** abide by the posted speed limit and traffic signs which indicate a **10 mph speed limit**. Speeding threatens the safety of other Tenants and visitors and is just cause for eviction. **State law requires a 10 mph speed limit within the park.**



- 18. PARKING VEHICLES** - Each resident is allowed to park two vehicles in their driveway or designated parking area in the roadway. **Any inoperable or junk vehicles, vehicles that are not being used on a routine basis, or large commercial vehicles are not allowed to be kept in the park.** If Tenant fails to remove such vehicles, Management has the right to have these vehicles towed at the owner's expense. No vehicles are to be parked on the street in such a manner as to block traffic, in fire lanes, on lawns or patios. Vehicles are to be driven only on roadways and driveways of sites. A vehicle may not be parked or driven on site grass. Storage or parking of boats, campers, motor homes, utility trailers, unmounted truck campers, snowmobiles and other vehicles of this nature on the home site or in the street is prohibited. Commercial trucks may not park on the streets except for making a delivery. No form of recreational vehicle may be attached to water and/or sewer connections within the park. **Repairing of vehicles or oil changes are prohibited within the park.** All vehicles must be equipped with the proper muffler system to guard against unnecessary noise when driving through the park. Inadequate mufflers and other unnecessary noises made by a Tenant's vehicle or Tenant visitor's vehicles will not be tolerated and may be just cause for eviction.
- 19. RECREATIONAL VEHICLES** - The operation of trail bikes, minibikes, 3 or 4-wheel ATV's , snowmobiles, dirt bikes and other recreational vehicles is **not permitted in the park.** Storage or parking of such vehicles is limited to enclosed garages.
- 20. ADVERTISING, SOLICITING AND COMMERCIAL BUSINESS** - Advertising, soliciting or delivering of handbills is not permitted. No commercial enterprise or businesses may be conducted or housed in the park.
- 21. REPAIRS** - Tenants who own their own home are responsible for all repairs pertaining to their home and must keep their home in good repair. Tenants who are renting a home from Management are responsible for such repairs as replacing light bulbs, smoke alarm batteries and furnace filters, and cleaning, as well as replacing any other consumable item within the home. Tenant is also responsible for repairing or replacing any item or object damaged or destroyed by Tenant including but not limited to furniture, appliances, windows, doors, carpeting, etc. If there is a repair that is needed, Tenant will notify Management immediately before further damage is done to the home. Tenant must contact Management before such repairs are made. If Management is not contacted to approve such repairs, the TENANT WILL BE RESPONSIBLE for payment of said repairs. Tenants are responsible for the appearance of the home site as defined in Section 12.
- 22. PARK RULES AND TENANT LEASE** - The above stated PARK RULES AND REGULATIONS are hereby made a part of the Tenant Lease Agreement and vis-versa. Any other written agreements made following this day constitutes the entire agreement between Management and Tenant.