

Edgewood Acres of Plainview
Rules and Regulations
Effective Immediately

These Rules and Regulations are an addendum to the articles stated in the Lease Agreement, are a part of that agreement, and supercede only the rules and/or regulations Where a discrepancy exists between the two.

1. **MAINTENANCE OF PREMISES:** The lessee shall take good care of the manufactured home site and shall maintain the premises in good condition, and at the end of or other expiration of the term of the lease, shall deliver the rented premises in good order and condition, damage not resulting from the neglect, misuse or fault of the Lessee expected. The Tenant shall neither encumber or obstruct the sidewalk and parking area, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow, and ice.

Vehicles that are leaking oil shall not be brought on the premises; and oil that is accidentally or unexpectedly spilled or released onto the blacktop drive or parking area shall be cleaned up immediately and a written report of this occurrence shall be filed with the manager so that an immediate inspection can be made. The tenants are responsible for repairing or replacing, at the option of the lessor, any damage by oil or otherwise caused by the blacktop drive and parking areas by themselves or their visitors.

2. **RESPONSIBILITY FOR INDIVIDUAL LOT AREA:** Tenants assumes the responsibility for keeping grass mowed and otherwise maintaining their immediate home site. The use of fertilizers and weed control is encouraged. Trees and shrubs may be planted with the written approval of the management to assure that they will not interfere with the underground utilities, or the removal/replacement of any manufactured home, or the general aesthetics of the addition. All trees and shrubs that have been planted are to remain on the premises at the termination of the lease. No severe trimming of bushes or trees shall be performed without management approval. Failure to maintain the site in the manner so prescribed may result in these services being performed by the management or their assigns with the charges for same being assessed in accordance with paragraph 20 of the lease agreement.
3. **MAINTENANCE OF HOME:** The manufactured home located on the premises, and any additional sheds or structures shall be kept in a safe and well-maintained manner. Any structures or portions thereof that show signs of

deterioration shall be replaced and refinished. Painted surfaces shall not be allowed to remain in a faded or peeling condition. Trees, grass, and shrubs are to be kept trimmed, particularly along the edges of buildings.

4. **EXTERNAL STORAGE OF ITEMS:** external storage of items such as lawn- mowers, gas cans, bicycles, toys, etc., are to be stored in a storage shed. **NO STORAGE OF ANY CUMBUSTABLE MATERIALS WILL BE ALLOWED UNDER HOMES OR DECKS.** All toys, bicycles etc., should be picked up and orderly and in no case shall they block the street.
5. **OUTSIDE STORAGE:** Lots must be kept neat and clean. If any articles are repeatedly kept outside, impairing good appearance of the yard, the Tenant may be required to remove the articles or provide an approved storage building for storing them. If tenants fail to maintain sites in a appropriate manner after written notice has been give, the park manager may have the required clean-up done with the charges being assessed to the tenant in accordance with paragraph 20 of the lease agreement.

Any enclosures; such as sheds, storage buildings, or entryways must be approved by the manager and the Plainview City Council in accordance with item number 6, Subdivision B of the Plainview Mobile Home Park Ordinance.

Wood must be stored inside the mobile home or in a storage shed. Wood is not allowed to be stored in the open on any manufactured home site.

6. **ANCHORING AND SKIRTING:** Each mobile home shall have a ground support system and tie downs meeting Minnesota Sate requirements. These must be placed on the mobile home within 30 days of the date it is placed in Edgewood Acres of Plainview. The base of each mobile home shall be enclosed by the installation of metal skirting commercially made for this purpose and approved by the management.
7. **STRUCTURES:** Patio enclosures, cabanas, or fences may not be erected without approval of the management. Should it become necessary that a structure must be moved in order to move a manufactured home or to perform any kind of maintenance, the Lessee is responsible for any repair or replacement required. The Lessor, shall bear no responsibility, either financial or otherwise for any repair, replacement, or relocation of any structure.
8. **FENCING:** approval of the Manager in writing must be obtained before the installation of any fencing and said fencing shall comply with the standards of the Edgewood Acres of Plainview and any City of Plainview codes.

9. **CLOTHES LINES:** No clotheslines or hanging clothes will be allowed on manufactured home sites.

10. **PARKING SPACES, VEHICLES, and REPAIRING OF VEHICLES:** Each manufactured home site is provided with parking spaces for two vehicles. Tenants(s) having more than two vehicles per site must make arrangements to park them outside of Edgewood Acres of Plainview. Owners of vehicles parked anywhere else in Edgewood Acres of Plainview on what appears to be a regular basis, at the discretion of the management, will be assessed a parking fee of \$5.00 per day per vehicle. Notification of such assessment will be provided, in writing, to the Lessee indicating the accrued amount of such fee, prior to the rent due date each month. In accordance with provisions of the Edgewood Acres of Plainview lease agreement.

The repairing of any motor vehicle within Edgewood Acres of Plainview, other than changing tires or road-aid services, is prohibited.

The repairing, tearing down, and/or storage of vehicles, (not in running condition), within the park is prohibited. All motor vehicles must have current license plates or tags for a State to be allowed to remain in Edgewood Acres of Plainview. Vehicles will not be allowed to remain on blocks, jacks, or ramps overnight or unattended at any time. Violators will have their vehicles towed away at the owner's expense.

11. **MOTORCYCLES, SNOWMOBILES, GO-CARTS, GOLF CARTS and MINI-BIKES:** Motorcycles and snowmobiles are permitted providing they are used for ingress and egress only. No returning or leaving of snowmobiles after 10:00 PM is permitted. No joy riding between residences is allowed in Edgewood Acres of Plainview. Mini-bikes and Go-carts cannot be operated in Edgewood Acres of Plainview. Golf Carts are motorized and are to be used by responsible adults only.

12. **TRUCKS:** No trucks are allowed in Edgewood Acres of Plainview of a size larger than $\frac{3}{4}$ ton. Nor are trailers, camping trailers or motor homes.

13. **SPEED LIMIT:** The speed limit upon all roadways with Edgewood Acres of Plainview is ten (10) miles per hour. It is the responsibility of the Tenant to assure that he/she or anyone else traveling to and from the site rented herein will not exceed the rate of 10 miles per hour. All motor vehicles within the community shall be operated in a safe manner. One warning or violation will be given. The second violation will cause the management to seek eviction. Complaints from other lessees and observance by management will determine a violation. Violations by outsiders, visitors, and relatives will be charged to the lessee they are visiting. Therefore, please inform your friends, etc., of this strict enforcement.

14. **ELECTRICAL SERVICE:** Each manufactured home site is originally provided with an electrical service of type to accommodate the use of a plug-in type connection. Any alternations that the lessee, or his assigns, shall make to accommodate the connection of his manufactured home must retain or improve the level of usefulness of this service. All provisions and components of any alteration, so attached, shall become the property of Edgewood Acres of Plainview and must be left in place when the rental agreement is terminated.

The lessee agrees to make provisions to connect his manufactured home in a manner that will cause the least amount of additional alteration and /or modification to the electrical service.

In all cases, upon termination of the lease the lessee must leave the condition of the electrical service with a circuit breaker and service box of a capacity at least equal to the type originally provided.

15. **SIGNS:** No advertising or "For Sale" signs of any kind may be placed on the manufactured home lot. "For Sale" signs are permitted in the front window of the home.

16. **SEWERS AND DRAINS:** Items that tend to clog sewer drains, such as plastic bags, grease, diapers, coffee grounds, cellophane, sanitary napkins, tampons, and other insoluble items, should be disposed of via garbage containers. It shall be the responsibility of the lessee to unplug any sewer or drain line that has been plugged by placing items of this type in the drains or toilets.

17. **NUMBER OF TENANTS AND RELATIONSHIP TO SIZE OF LIVING UNITS:** In the interest of health, safety, and welfare of residents living in the park, and the interest of maintaining a healthy "people to area" relationship the lease agreement places restrictions on who is allowed to reside in each

manufactured home. No manufactured home situated on the premises shall be used for dwelling purposes by more than one family unit, with children up to the ages of 18 years, and the lessee thereby agrees to obtain permission from management if any such manufactured home is to be used for the purpose of housing guests for a period longer than two (2) weeks, each time such a situation occurs; unless permission to do otherwise is obtained in writing from the management. After 30 days any persons not on original lease agreement will be required to pay additional fees to reimburse Edgewood Acres of Plainview and the management of additional expenses.

18. **FIRE EXTINGUISHER:** Each manufactured home must be equipped with a minimum of one 5 lb. ABC fire extinguisher of the type approved by the Minnesota Fire Marshall in usable condition. The lessee of each manufactured home lot shall be responsible for providing such an extinguisher.

19. **CHILDREN:** The lessees are responsible for the conduct of their children and for any damage or disturbance caused by them. The lessees agree that they will prevent their children from playing in the roadways within Edgewood Acres of Plainview, or on vacant sites, or on sites occupied by other Tenants.

20. **PETS:** Tenants are allowed one (1) pet; either one (1) dog or one (1) cat. All animals must be less than 25 pounds at full growth.

Animals must be kept primarily on the premises of the lessee and housed in the lessee's residence. At any time that a pet is off the tenants premises it must be on a leash or under the control of the owner, his agent, or someone responsible to the lessee.

Pets are not to be tied out for any length of time. No pets are to be left outside during the day or overnight or unattended when the owner is away.

All pets must be licensed and have current inoculation.

Animal feces are to be removed and not be allowed to accumulate. Pets and their owners are subject to the animal control laws of the City of Plainview, Wabasha County, and the State of Minnesota.

Lessee agrees to remove pets from the premises if at any time management shows cause that the rules of Edgewood Acres of Plainview or any of the above controlling agencies have been violated or that there is a danger to other lessees or the animal itself.

No doghouses, cat shelters, fences, or “runs” are allowed.

The lessee agrees to pay an additional fee of \$4.00 per month for this privilege.

21. **PRIVACY OF LOTS:** Each tenant’s lot is private. Adults, children, and their pets shall not trespass through on anyone else’s lot or the undeveloped area of Edgewood Acres of Plainview.
22. **DAMAGE BY OTHERS:** Tenants assume the liability for damages caused by themselves, their children, their guests, or pets to the manufactured home or personal property of any other resident and to the real or personal property of the Landlord.
23. **LOUD NOISE AND DISORDERLY CONDUCT:** Excessive or loud noise and disorderly conduct will not be tolerated. Tenants are responsible for their guests. Management reserves the right to eject, without notice, any objectionable person or persons who cause a disturbance or become a nuisance.
24. **FIREARMS/EXPLOSIVES/WEAPONS:** It is prohibited to discharge any firearms or fireworks in Edgewood Acres of Plainview. This includes air rifles or BB guns. It is also prohibited to use knives or weapons of any sort to intimidate or cause harm to any person. Violation is subject to immediate eviction.
25. **FILING COMPLAINTS:** All complaints must be written and signed. A copy will be filed and the original sent to the person against whom the complaint was filed. Three (3) separate complaints by more than one source implicating another lessee will provide reason to consider eviction for that Lessee.
26. **PAYING & REPORTING:** All notices, complaints or concerns should be addressed to management. ALL rental payments should be sent to:

Edgewood Acres of Plainview
2501 Lowry Avenue NE
St. Anthony, MN 55418

27. **TERMINATION OF LEASE:** Each notification of termination of a lease must be accompanied by the following three things: (1) A specific date that the manufactured home will be removed from Edgewood Acres of Plainview; (2) at the discretion of management, a deposit of \$500.00 (in addition to the existing lot deposit) to assume the funds are available to remove the home in the event that the lessee fails to do so; and (3) full payment of the rent for the period up to the date of removal, or a specific agreement in writing indicating when and by whom the rent will be paid. A notice of termination will not be valid or accepted by management until these three requirements are met. The \$500.00 deposit, if required, will be returned when and if the manufactured home is removed by the specific date, or any balance will be returned should it be necessary for the lessor to have the home removed by others. Any additional cost of moving or storage shall be the responsibility of the lessee.

The sale of a manufactured home with a location within Edgewood Acres of Plainview as a condition of the sale is not allowed. All prospective purchasers of manufactured homes currently located within Edgewood Acres of Plainview must be informed and agree as part of the purchase agreement, that the home is to be removed from its current location.

28. **CHANGES IN RULES AND REGULATIONS:** Management reserves the right to change, amend, or delete from or make changes to the above Rules and Regulations at any time and such change will be come effective thirty (30) days after notice.

Definitions:

- Lessor** – Edgewood Acres of Plainview owners, any other owners, assignees, and/or agents.
- Manager** – The person who collects the rents and is in charge of the day-to-day operation of Edgewood Acres of Plainview.
- Lessee** – The person(s) who sign the Lease Agreement with Edgewood Acres of Plainview.
- Tenant** – Includes Lessee(s) and all others who have been included in a Lease Agreement as residents.
- Visitor** – Any person, invited or uninvited, who is not included on a Lease Agreement, and is within the boundaries of Edgewood Acres of Plainview,
OR
- Guest** - with a purpose of making contact with a Tenant or another Person in the area.

Lessees who have signed the Lease Agreement acknowledge receipt of a copy of these Rules and Regulations and agree that the violation of any Rule and Regulation may result in the termination of his/her lease and an order to remove the manufactured home from Edgewood Acres of Plainview.