

# VALLEY HAVEN MANUFACTURED HOME COMMUNITY

## RULES AND REGULATIONS

Effective September 1<sup>st</sup> 2023

### **SECTION I: PREPACE**

Thank you for choosing to live in our wonderful community. It is our desire that your residency with us will be comfortable and rewarding. Our goal is to provide you with great resident services and outstanding amenities. These policies, rules, and regulations are in place for your convenience and full enjoyment of our facilities. They are further established to preserve and enhance the safety, enjoyment, value, and livability of the Community. A well-maintained community where residents are keeping the rules resulting in an attractive appearance of the homes / community may lead a higher home value and resale home value for tenants owning their own homes. Everyone wins when the community looks nice and residents are adhering to community rules.

Residents and all occupants, including adults, children and guests, must comply with all Community rules and regulations ("**Rules and Regulations**").

To eliminate any misunderstanding concerning the obligations of and/or representations made by the Community Owner or any its employees, we are requesting that you carefully read these Rules and Regulations, and signify your complete understanding by signing the last page of this document. Your occupancy in this community is contingent upon your understanding and acknowledgement of this statement. All residents of the Community must agree, on behalf of themselves, their occupants, and their guests, to abide by these Rules and Regulations.

It is our policy to offer equal housing opportunities to all qualified applicants. We encourage and support an affirmative advertising and marketing program in which there are no barriers, based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status, to obtaining housing in our Community. This policy is the law and is consistent with our philosophy, objectives and practices. If you believe that you are being discriminated against, you may contact the community office or the regional manager at the address stated at the end of these guidelines.

The items in the forthcoming sections are rules by which this Community is operated. They are based on the belief that consideration of others and respect for the Community and its residents is important. These Rules and procedures are an addendum to and are referred to in your Lease. Violation of any of these Rules and Regulations can result in termination of your Lease. These Rules and Regulations may be added to, amended, or repealed. Prior to the implementation of any new or amended rules or regulations, a sixty (60) day written notice of the change will be provided to residents and a copy of the amendment will also be posted in a conspicuous location within the community. New or amended guidelines will become effective sixty (60) days after delivery and posting and will be enforced accordingly.

Every effort will be made by Community Management to ensure that the following rules, regulations, procedures and standards set forth herein are uniformly applied so the quiet enjoyment and comfort of all residents is not disturbed and the community's aesthetic standards are maintained. Ignorance of the contents of the guidelines will not be accepted as an excuse for noncompliance.

These Rules and Regulations pertain to all Residents, occupants, and guests. Residents who violate these guidelines will be notified by Community Management, either by a personal visit, a telephone call, or the issuance of a written guideline reminder, notice of guideline violation or a notice of termination of tenancy. If a notice of guideline violation is issued, it is expected that the violation will be corrected by the date stated on the notice. Failure or refusal to correct a violation or chronic or repeated violations of the guidelines may lead to eviction proceedings and/or Management completing the necessary work to correct the violation and charging any costs and/or damages to the Resident.

Residents/prospective Residents may make a request for a reasonable accommodation/modification from the Community Rules and Regulations. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Although a reasonable accommodation request can be made orally or in writing, it is helpful for both the resident and Community Management if the request is made in writing. A Resident's request for a reasonable accommodation/modification will be processed pursuant to the Community's Policies and Procedures.

If there is any conflict between the terms and conditions of the Lease Agreement and this document, the terms and conditions of the Lease Agreement shall govern and control.

**For questions regarding these rules and regulations, please contact the management office at PLJ Inc. (612) 322-4712 or [tracy@pljrealty.com](mailto:tracy@pljrealty.com).**

## **SECTION II: RENT, DEPOSIT, & FEES**

1. All adult applicants for residency must submit a written application to the Community and, if approved, sign a lease agreement. A non-refundable fee in the amount of \$25.00 shall be due at the time of the applicant's submission of the application. For purposes of this rule, an adult is an individual who is 18 years of age or older, and includes those individuals who become 18 years of age while living in the Resident's Home.
2. Rent and utility charges are due in full and payable in advance on or before the first day of each month. All payments and deposits payable to Valley Haven must be by check, money order, credit/debit card, or paid online. Residents may also contact Community Management to set up automatic payments. A \$20 late fee is due on all rent paid after the 5<sup>th</sup> day of each month. A \$1.00 per day fee shall accrue thereafter for each day the rent remains unpaid, up to 8% of the total unpaid rent. The Community reserves the right to decline payment unless the payment is for the full amount due.
3. Payment of a security deposit may be required prior to the execution of the Agreement. If collected, the security deposit will be refunded within twenty one (21) days after Resident moves from the Lot and provides Management with a forwarding address; provided, however, that the security deposit may be applied to remedy damages to real or personal property of the Community, outstanding balances of amounts due, or a default in the terms or conditions of the Agreement.
4. Resident will pay a fee in the amount of \$35.00 for each returned check. The Community will not accept any checks from a Resident, and Resident will be required to pay with certified funds for a period of one year, if that Resident has had a check returned for any reason. Payment of the NSF check must be made within forty-eight (48) hours of notice given and must include the NSF check charge and must be paid by money order or certified funds only.

*Initials of resident(s)* \_\_\_\_\_

## **SECTION III: HOME & HOMESITE RULES**

1. Residents shall keep the Home and/or Homesite in good condition and, at the expiration of the tenancy, return the premises to Community Management in the same condition as when it was taken.
2. All Occupants 18 years or older, must be registered Occupants of the Home if permanently residing. The number of individuals who may occupy the Resident's Home during Resident's tenancy shall not exceed two (2) individuals per bedroom. Resident, Resident's guests, and invitees shall not stay overnight in the Community except within the Resident's Home. For example, no overnight stays shall be allowed in any shed, motor vehicle, tent, camper,

or camping trailer. Guests may not stay in the home for a period longer than five (5) consecutive days, or ten (10) non-consecutive days within a six (6) month period, without written permission from Management. Resident's Home must be Resident's primary place of residence. If Resident is to be absent from the Home for 30 consecutive days or more, Resident shall inform Management in writing.

3. All homes built after the establishment of the HUD National Manufactured Home Construction and Safety Standards established in June 1976 must adhere to those standards. The Community has the right to approve or reject the placement of any manufactured home in the Community if it does not meet the reasonable requirements of the Community as to appearance and compatibility with other structures in the Community.
4. All homes shall be parked on or pulled from the Lot with the supervision of the Community or representative of the Community. Proper notice shall be provided as specified in the Agreement. Hitches must be removed, skirted, or covered in some manner that enhances the appearance of the Home within thirty (30) days of placement.
5. The Resident's Home must be anchored within thirty (30) days after placement. Installation of tie downs to the home must comply with all governmental codes and manufacturer's set-up requirements. Tie down installation is the sole responsibility of the Resident. The Community recommends that Resident have an annual inspection of all tie downs, anchors, and home levels. Resident shall be responsible for all fees and costs of such inspections.
6. A Home must be skirted on all sides with vinyl or other materials and in colors or styles approved by Community Management. Skirting must be completed within thirty (30) days after placement and maintained regularly to insure a uniform attractive Community. If the present skirting is destroyed by an act of nature, or by any other means, replacement skirting must be of an approved type and repaired within 30 days. All skirting must be of a color consistent with or complements the color of the Home. Skirting must be neatly fitted, and have two access doors placed in the area of the water and sewer connection.
7. Resident shall keep and maintain the Resident's Home and Lot in a clean and attractive condition, free of all fire hazards, refuse and debris. Failure to maintain the physical condition or appearance of the Home or Homesite is just cause for termination of tenancy. Any damage to Resident's Home or any structure on the Lot must be repaired within a reasonable amount of time, not to exceed thirty (30) days unless otherwise consented to in writing by the Community (with the exception of irreparable fire damage). Any home damaged by fire beyond repair must be removed within fourteen (14) days of the incident. Rent will be due and payable until the home-site is cleared.
8. Lawn, landscaping, trees and shrubs on the Lot shall be maintained by the Resident. Lawns are to be cut, trimmed and otherwise maintained to preserve a healthy and attractive appearance, and shall not exceed four (4) inches in height. Shrubs and other plantings are to be trimmed regularly to maintain a neat and attractive appearance. Flowerbeds are to be weeded and dead blossoms and plants are to be cut back and/or removed as appropriate. Resident is not permitted to remove any tree(s)/shrubs(s) without the prior written consent of Community Management regardless of who initially planted the tree/shrub. All concrete surfaces must be edged, and grass may not be allowed to over-run the curb. Grass clippings may not be discharged onto the streets, driveways or neighbors' Homesites. Resident shall abide by all local, state and federal ordinances, rules and regulations, including without limitation, water restrictions. All trees, shrubs, etc. are property of the Park and may be trimmed and/or removed at any time by Community Management or the owners.
9. Homesite snow removal is the responsibility of the Resident. Snow and ice are to be shoveled or blown from all driveways, sidewalks, parking areas, steps and patios on the Homesite. Snow may not be shoveled or blown into the street but must be shoveled or blown onto Resident's lawn area. Resident is responsible for removing any snow left mounded at the base of residents' driveway area by snowplows which clear the streets within the community. Chemical ice solvents are permitted provided they do not damage, deteriorate, or discolor the concrete, paving, or lawn.

10. The Resident's Home must have a deck, porch, or steps, approved by the Community, to permit access to the Resident's Home. All steps (both front and back door) on such new Homes and on existing Homes, where required by local code requirements, must have an adequate handrail running the entire length of the steps.
11. Any concrete work desired by Resident must be first approved by Community Management and the local permitting authority and completed before installation of any awnings, skirting, or porches. Any deviation from this requirement above must have written approval of Community Management.
12. Resident may not store any items outside the Home except in an approved storage shed and except as otherwise provided in these guidelines. There shall not be any storage beneath the Home, behind the Home, behind steps, behind or on decks and porches, etc. Storage of personal property, such as lawn mowers, spare wood, gas cans, bicycles, toys, tools, and other items are to be stored in the approved shed or inside the Home. No towels, rugs, wearing apparel or other forms of laundry may be hung outside. Only furniture specifically designed for outdoor use may be placed on decks, patios and yards. Resident shall maintain all outdoor furniture in a safe and attractive condition. Folding furniture is to be stored when not in use. Permanent or retractable clothes lines are not permitted.
13. Open ground fires and portable fireplaces are not allowed except for charcoal or gas grills.
14. All windows, doors, and screens must be maintained and remain in good condition, and shall not be dented, scratched, torn, or cracked. Broken windows are to be repaired immediately. No plastic is to be used for replacement. Window treatments used in the Home must be of the type specifically designed for such use. Sheets, blankets, towels, newspapers, cardboard, wood, metal etc. may not be used at any time as a window covering. Stacking of boxes, furniture or other items, against interior windows, so as to appear unsightly, from the exterior of the Resident's Home, is prohibited. No weather stripping or plastic shall be affixed or attached to the exterior of the windows.
15. Window air conditioners must be supported by metal brackets or straps attached to Resident's Home. No support may touch the ground. Any such window air conditioners must utilize accordion-style, white extensions (or other mechanism approved by the Community) that securely fasten to the air conditioner and the inside of the window. Central air conditioning units must be placed on the Lot in a manner that does not interfere with the attractiveness of the Community or infringe on an adjacent lot or detract from the quiet enjoyment of another residence.
16. All garbage, rubbish, and similar debris and materials must be placed in the covered dumpster. The dumpster is only for household garbage, generally wrapped in plastic bags. Residents are responsible for arranging for removal of large, bulky, heavy items (e.g. mattresses, furniture, appliances), tires, paint, televisions, and construction debris at their own expense. Contact community management for details. Rubbish bags are not to be left outside the Home. In the event Community Management must remove resident's rubbish of any kind, Community Management reserves the right to charge the resident additional fees for such removal as provided in the home and home site maintenance provisions contained in these guidelines. Residents must comply with recycling requirements established by the local government.
17. Homes and sheds are to be painted when necessary. Community Management reserves the right to determine when a Home or shed needs to be repainted. Residents are to obtain prior approval of Community Management with regard to the colors chosen for the Home, skirting, shed and trim. If Resident uses a color that was not approved and is considered unacceptable by Community Management, resident will be required to repaint to a color approved by Community Management.

18. The home number address must be displayed on the resident's Home for easy visibility from the street. Numbers must be at least three (3) inches high. The community reserves the right to mandate a specific type and style of visible house numbers to be put on the Home.
19. Periodically the Community Management will inspect each Home and Homesite for compliance with Community standards. The management will issue a list of items/repairs that need to be attended to and a timeline for completing the work. In the event resident fails to maintain the Home and Homesite as required, a notice of guideline violation, requesting the resident to perform the maintenance by a certain date, will be issued. If the violation is not corrected as requested, Community Management may, in its sole discretion, enter upon the Homesite to perform any and all necessary maintenance as permitted by law. Alternatively, the Community may elect to terminate your Lease and require you to vacate the Premises. The charges incurred as a result of any maintenance conducted by the Community shall be deemed to be rent and collectable as rent. There will be a minimum one-hour charge in addition to any other charges for such work performed by Community Management or anyone hired by Community Management to do such work. Community Management reserves the right to increase the charges upon 60 days written notice to Resident.

*Initials of resident(s)* \_\_\_\_\_

#### **SECTION IV: HOME/HOME SITE ADDITIONS**

1. Resident shall make no alterations to the exterior of the Home or Homesite without prior written approval of Community Management. Resident must provide Community Management with a sketch (to scale) of any proposed improvement (e.g. deck, carport, awning, shed, etc.) including the proposed location. Resident is responsible for contacting the utility location service to verify the location of any underground utilities. Resident is liable for any damage to underground utilities. Resident is responsible for obtaining any required building permits. If a Resident makes any improvements or alterations without first obtaining required building permits and/or the written approval of Community Management, Community Management may require Resident to remove the improvements or alterations. All improvements and alterations are to be made and performed by a licensed and insured contractor, unless it's not required by law. Resident shall provide Community Management with a copy of the contractor's license.
2. Residents are highly encouraged to install utility storage sheds at their Homesite if space is available. If Residents choose to install a utility storage shed, it is to be installed at resident's expense (one shed per Homesite) if there is any outside storage. Resident is required to obtain written approval from Community Management as to permissible materials, size and location, before installing a new shed or altering the current structure. All sheds must also comply with the local, county, or state building codes. If the Community authorizes the placement of the storage shed, all necessary permits must be obtained and paid for by Resident. The Community, in its sole discretion, may determine the maximum size and location of any storage shed on the Lot, depending on the size of the Lot, easement restrictions, space available on the Lot, and aesthetic considerations. Resident shall provide a description of the size of the storage shed and the proposed location of such installation. Sheds shall be the wood barn type. Shed color is to match or attractively accent the manufactured Home. Sheds are always to be kept in good condition. All storage sheds must be properly anchored in case of high winds.
3. Swing sets, swimming pools, climbing/sliding structures, trampolines, etc. are not permitted. Portable and/or private basketball hoops are not permitted. Wading pools not exceeding 12 inches in height are permitted, and must be emptied and stored at the end of the day.
4. No newly installed fences are permitted except those installed by Community Management or otherwise expressly consented to in writing by Community Management.

5. Any attachments, improvements or additions erected, installed or brought onto the Homesite must be removed immediately if done so in violation of this section. If a structure becomes dilapidated, or is judged to be a hazard, it must be either removed or repaired immediately by the resident.
6. No planting, cutting down of trees, digging, driving of rods, stakes, or posts shall be permitted without the Community's permission. All shrubbery and/or trees planted by Resident shall become the property of the Community, and may not be removed without written permission of Community Management.
7. To maintain an attractive Community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the Home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the Home or Homesite in the most inconspicuous location possible, and must be attractively landscaped and shielded from view to the greatest extent feasible. However, due to concerns over possible damage to underground utilities, prior written approval from Community Management is required for the placement of a satellite dish or broadcast TV antenna on the Homesite.

*Initials of resident(s)* \_\_\_\_\_

**SECTION V: UTILITIES**

1. Electricity, water, sewer and gas connections are the responsibility of Resident. Resident shall maintain utilities from the point of connection for Resident's Home. Resident shall not make any alterations to the utility connections without approval in writing from the Community.
2. All connections and winterizing of water and sewer lines must be done in accordance with the Minnesota Statutes and all other Applicable Laws. All charges and fees must be paid by the Resident. Any winterizing of Homes (such as plastic being used for storm windows, insulating the skirting, etc.) must be on the interior of the Home. A UL approved heat tape must be installed at the time the Home is installed on the Homesite and be replaced when necessary to prevent the freezing of exterior water service lines, valves, meters and riser pipes in the water crotch. It is recommended the heat tape be checked each fall to make sure it's in peak operating condition. Failure to maintain an operating heat tape may result in termination of the tenancy and/or disruption of water service due to the freezing/breakage of water lines. Resident will be liable for the cost of repairs to water lines, meters, valves and riser pipes due to failure of Resident's heat-tape. The meter must have extra insulation, must remain free of water and must be covered unless positioned under the Home and protected by skirting. If your site has a thermaline riser, then the heat rod must be checked every fall season as heat tape needs periodic replacement. All repairs to the meter, risers or pipes damaged due to Resident's faulty heat tape or lack of maintenance, will be charged to Resident and are Resident's responsibility.
3. The Community shall not be liable or responsible to Resident for any delay, interruption, or absence of any utility or other service, including without limitation, periods during which any service is interrupted by reason of the maintenance or repair of any equipment required for or utilized in providing such utility or service.
4. No outside or underground gas, oil, or fuel tanks of any type, including without limitation, liquid propane gas, shall be allowed in the Community.
5. Resident should not dispose of sanitary napkins, disposable diapers, **grease**, or similar items, by flushing the same down the toilet or other drain, even if any such items are identified as "flushable." Resident will be financially responsible for cleaning a blockage caused by a violation of this provision.

*Initials of resident(s)* \_\_\_\_\_

## **SECTION VI: SALE OF MOBILE HOME**

1. RESIDENT IS NOTIFIED THAT ANY SALE OF RESIDENT'S MANUFACTURED HOME IS CONDITIONAL UPON APPROVAL BY THE COMMUNITY OF THE BUYER AS A RESIDENT OF THE COMMUNITY ACCORDING TO PRE-QUALIFICATION PROCEDURES AND STANDARDS, BUYER SIGNING A LEASE AGREEMENT, AND MEETING OTHER CONDITIONS AND REQUIREMENTS AS SET FORTH IN THESE COMMUNITY RULES, THE AGREEMENT, AND THE OTHER REQUIREMENTS OF THE COMMUNITY. Seller should obtain a "Seller Packet" from the management office.
2. A buyer of the Resident's Home must apply for residency in person at the Community Office and must be approved before taking possession, if such manufactured home is to remain in the Community.
3. Upgrades or repairs to the manufactured home, skirting, storage sheds, and/or steps may be required to bring the manufactured home into compliance with present Community standards. Such upgrades or repairs must be completed before an application for sale or transfer will be approved. All rents, fees, amounts owed, and payments due to the Community must be paid before a sale or transfer of ownership will be approved.
4. Resident may place not more than one (1) For Sale signs inside the window/s of the Home or on the Home. For Sale signs must be purchased from a store and be no larger than 10" x 18". No homemade signs are permitted. No sign may be placed on the Lot.

*Initials of resident(s)* \_\_\_\_\_

## **SECTION VII: VEHICLES AND COMMUNITYING**

1. Speeding more than posted limits is prohibited. All vehicles must observe the posted speed limits or if no signs are posted, must observe a speed limit of 10 miles per hour (unless otherwise posted), and must obey all "stop signs" or other posted warnings. A full stop must be made at all stop signs. All these Rules and Regulations will be enforced, including by radar, as this is for the safety of our Community Residents. Residents must inform all visiting guests/invitees about the speed limit and the Rules and Regulations. All vehicles must have liability insurance in the minimum amount required by State law.
2. Resident must register all vehicles parked in the Community on a regular basis or for more than a period of twenty-four (24) hours. Resident shall use the standard registration form provided by the Community and available from the Community Office. Additionally, all guests must register their vehicle with the Community. Unregistered vehicles (either belonging to Residents or their guests) shall be towed at the owner's expense. Only vehicles licensed and used for daily personal transportation will be allowed to be parked in the Community. All other vehicles, including but not limited to utility trailers of any type, boat trailers, motorcycle trailers, or any similar vehicles, may not be parked in the Community. Any vehicle that, in Management's sole judgment, interferes with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community must be removed.
3. No truck larger than one (1) ton with pickup bed will be permitted in the Community. All commercial trucks, utility trailers, boats, off-road vehicles, campers, motor homes, step vans, or other large vehicles are not permitted in the Community, unless specified by the Community and in a designated location (e.g. Storage Facility). Campers, trailers, motor homes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but shall never be parked or stored overnight anywhere in the Community. No person may remain overnight or otherwise reside in the Community in any camper, motor home, or similar vehicle.
4. ATV's, minibikes, dirt bikes, go-carts, snowmobiles, or any similar non-street legal motorized vehicles are prohibited from being operated within the Community. No unlicensed off-road vehicles will be permitted within the Community.

5. Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas other than those areas specifically designated for parking. Parking on roadways within the Community or on lawns, swales, green areas, or vacant lots, or on undeveloped portions of the Community, is strictly prohibited. Vehicles are not to be parked on the grass at any time.
6. Resident shall not, keep or maintain more than two (2) motor vehicles in the Community without Management's written authorization. The foregoing vehicle limitation shall apply on a per lot basis. A motorcycle is considered a vehicle for purposes of this parking rule.
7. Mechanical or other repair of vehicles, boats, or trailers is not permitted at a Homesite or elsewhere within the Community. Minor mechanical repairs such as points, plugs, tire changing, and car washing are permitted only in Resident's designated space and must be completed promptly. Vehicles without current licenses, inspection stickers and tags, or insurance, or which are inoperable or in a state of disrepair, including but not limited to those which are excessively rusted, dented, or unpainted, or which are missing external parts, are not to be parked on the lot or in any other area within the Community. No vehicle may be on jacks, blocks, or ramps at any time other than for emergency tire changes lasting no longer than 60 minutes. Any such vehicle is subject to towing, as provided by applicable law, and vehicles on roadways are subject to immediate towing without notice, or with such minimum notice as may be required by applicable law, at the vehicle the owner's expense.
8. Vehicles are not permitted to cause any noise disturbances, nor are residents permitted to "joyride" in the Community. No loud music or mufflers, horn honking, vehicles leaking oil, fluids or gasoline, or unlicensed vehicles shall be permitted in the Community. Engines shall not be "raced", "gunned", or "revved" in a manner or at a time which will disturb the peace and quiet of the Community. If a Resident is causing unnecessary noise, they will be asked to permanently remove or repair their vehicle or face residency termination. The Community reserves the right to prohibit any vehicle operator in violation of these provisions from entering the Community.
9. Violators of any the Rules and Regulations pertaining to parking will be towed at the owner's expense. Community Management will not be responsible for any damage or charges to the vehicle involved. Community Management reserves the right to tow any unauthorized vehicle in accordance with State Law.
10. Residents shall observe snow plowing notices and temporary parking restrictions due to snow fall as may be issued by the Community Management. Failure to abide by snow fall parking restrictions will result in towing at Resident's expense.

*Initials of resident(s)* \_\_\_\_\_

### **SECTION VIII: ANIMAL POLICIES**

1. No animals are permitted, with the exception of one (1) cat. Prior written approval from Community Management must be obtained for any animal that is to reside in the Community, and such written approval must be obtained and payment of the applicable animal fee, if any, must be submitted prior to the time the animal is brought into the Community. Community Management can at any time terminate approvals granted for animals based upon incomplete, inaccurate, or changed information, or based upon subsequent improper behavior of an approved animal.
2. As part of the application process, Resident shall submit to Community Management proof that the animal has a valid and current municipal or county license (if a license is required by law), and that the animal has received all required vaccinations and inoculations. Resident shall also bring the animal to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to

Community Management within 15 days of the renewal date of any license and/or vaccination and inoculation requirement.

3. No animal with a history of biting or attacking any person shall be allowed or approved. Any Resident or prospective resident who has previously been sued because of damages caused by any animal for which approval is being sought shall be denied permission for such animal to be brought into the Community.
4. Animals must be kept inside the Home except when taken outdoors on a leash for reasonable outdoor exercise periods. No "tie-ups" are permitted. When outside the confines of the Home, all droppings must be immediately picked up and properly disposed of by the Resident. In no event may an animal be permitted to trespass on another Resident's Homesite.
5. Persistent noise at any time of the day or night or being outside the Home and not on a hand-held leash constitutes unacceptable animal behavior.
6. No other agricultural or wild animals, poisonous creatures, or exotic creatures such as, but not limited to, chickens, chimpanzees, monkeys, pigs, iguanas, snakes, ferrets, and the like, are permitted in the Community.
7. Visiting animals are not permitted, except those otherwise allowed by law.

*Initials of resident(s)* \_\_\_\_\_

#### **SECTION VIII: COMMUNITY CONDUCT RULES**

1. Residents are responsible for their own conduct and the conduct of their occupants, guests, or other persons under Resident's control or on the Homesite with Resident's permission or consent. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons, along with the resulting damages occurring to another Resident's property or that of the Community Owner's property.
2. Any and all drinking of alcoholic beverages will be reserved for consumption within the confines of one's manufactured home and immediate yard area. No alcoholic beverages will be permitted on the driveway/Community area, laundry building, storm shelter, or any other public area. For the health and safety of the other Community residents and their guests, drunkenness, boisterous, or abusive conduct constitutes a substantial annoyance / endangerment of other residents and park personnel and are cause for termination.
3. The Speed limit in the Community is 10 MPH. Failure to observe posted speed limits or driving in a manner that is reckless and/or dangerous to other tenants constitutes a substantial annoyance / endangerment of other residents and park personnel and will be cause for termination.
4. Any Resident who curses at, verbally berates, physically threatens, intimidates, harasses, or harms Community personnel or other residents constitutes a substantial annoyance / endangerment of other residents and park personnel and are cause for termination.
5. Acting in the Community in a manner which endangers other residents or park personnel, causes substantial damage to the park premises or substantially annoys other residents shall be grounds for termination.
6. Residents and their guests shall maintain order in the Home and in the Community at all times. No person shall engage in noisy, unruly, or abusive conduct in the Community, and no person shall interfere with the right of quiet enjoyment of other residents. Televisions, stereo components, radios, and musical instruments will not be played at such a volume that will annoy persons in other homes. Quiet hours are from 10:30PM to 7:00AM.

7. No peddling, soliciting or distribution of any type of product or service is permitted within the Community without written prior approval of the Community. The Community is a residential and a private property community, and no business will be permitted to operate within the Community without the written permission of Community Management.
8. Residents must maintain adequate liability insurance insuring the Home against loss or damage against fire, theft, and other liability. Resident shall provide suitable evidence of such insurance to the Community upon request. For Residents that move into the Park after the effective date of these rules, Resident's public liability insurance policy shall include Valley Haven, LLP as an additional insured and shall provide that the policies cannot be cancelled without thirty (30) days advance written notice to the Community.
9. Vandalism or defacing of public or private property in the Community will be cause for eviction. Willfully damaging or destroying the Community property or any resident's belongings in the Community is strictly prohibited. The committing of such acts may cause the Agreement to be terminated. To assist the Community to catch and prosecute any vandal committing such acts, Resident is encouraged to file a written report with the Community regarding any such incident witnessed by them.
10. The use of fireworks is prohibited. The use or display of weapons in the Community by Resident(s), members of Resident's family, or guests or invitees, including but not limited to firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon is prohibited. It is also prohibited to use knives or weapons of any sort to intimidate or cause harm to any person. Violators will be subject to termination.
11. All complaints made to management must be delivered in writing to the Community office, and should include the date, time, and description of the issue.
12. Residents may call the Police (952-445-1411) at any time there is a disturbance around the Resident's Home. Residents should inform Community Management when this occurs.
13. Failure by Resident to comply with the Rules and Regulations, statutes, laws, or ordinances of any public authority, water district, municipality, or the State where the Community is located may be grounds for termination of the tenancy. Any fines or penalties levied with respect to a Resident's violation of the aforesaid Rules and Regulations, ordinances, or statutes shall be the sole responsibility of the Resident, including the imposition of special assessments against the Community's real estate due to residents' failure to comply with the Lease, Rules and Regulations, statutes, laws, or ordinances. All fines or fees imposed by a governing authority against Resident shall be paid by the timeline specified in the fine notice. Failure to comply with this paragraph shall constitute a breach of the lease and Minn. Stat. § 327C.09, and entitle the Community to recover possession of the Homesite.
14. Lessee must pay home personal property taxes when due each year. Delinquent personal property taxes are a violation of Community rules and regulations and are a cause for termination.

*Initials of resident(s)* \_\_\_\_\_

**SECTION IX: ENFORCEMENT OF AND CHANGES TO PARK RULES**

1. Any breach of the terms and conditions of the Agreement or any violation of the Park Rules shall be grounds for termination of the Lease and may result in eviction.

2. The Community Rules may be changed, amended or added to by the Community upon sixty (60) days written notice to Resident. The new guidelines will have the same force and effect as the existing rules and regulations. In the event any community guideline, rule or regulation conflicts with any existing law, the law shall prevail on any such rule or regulation, but all others shall remain in full force and effect.
3. FOR YOUR PROTECTION, ALL AGREEMENTS BETWEEN COMMUNITY AND RESIDENT MUST BE IN WRITING. COMMUNITY REPRESENTATIVES CANNOT MAKE ORAL AGREEMENTS WITH RESIDENTS AND ANY SUCH ORAL AGREEMENT WILL BE DEEMED NULL AND VOID.
4. The management, agents, employees, owners or affiliated entities of Valley Haven, LLP are not responsible for loss due to fire, theft, acts of nature, or accidents on Community property or Community buildings.

*Initials of resident(s)* \_\_\_\_\_

**SECTION X: SECURITY DISCLOSURE STATEMENT**

Neither Community Management nor Community Owner makes any guarantee of, or provides any warranty for, Resident's personal security or safety, or for the security or safety of Resident's family or guests, or for the security or safety of personal property in the possession of or owned by any of those persons. Neither Community Management nor Community Owner provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not) or controlled access gates. This statement is true, even if one or more of the above noted devices may be present or in use at the property that you will reside in.

Residents are advised to immediately call 911 or the police to report an emergency, suspicious persons, strange vehicles, disturbances, or unusual activity in the Community. Residents are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the Community by minors. Neither Community Management nor Community Owner, is in any manner representing, guaranteeing, or ensuring the safety of any persons when participating in the activities or using the facilities of the Community, with or without supervision.

Management disclaims responsibility for accident, or injuries, to Residents, their occupants or guests that may occur within this community except for Management's failure to perform a duty or negligent performance of a duty imposed by law. Furthermore, damaged or lost property resulting from fire, theft, wind, floods, or any other act of Nature which is beyond the control of Management is also specifically disclaimed except for Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

*Initials of resident(s)* \_\_\_\_\_

**XI: RELEASE AND WAIVER**

By signing these Rules and Regulations, Resident hereby releases Community Management and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, property damage, or death, which is in any way related to Resident’s reliance on any of the devices and/or patrol service mentioned above or to any defect, malfunction, or inadequacy thereof.

Resident also hereby acknowledges that he or she has carefully read the foregoing releases and fully understands their contents. Resident signs these releases as his or her own free act. Resident further acknowledges that he or she is aware that these are releases of liability.

Resident(s) Signature(s) (18 years of age and over):

RESIDENT:

LESSOR:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Manufactured Home Community)

\_\_\_\_\_  
(print name)

By: [insert applicable entity]

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)