

Community Rules

Mountain Springs Villa, Inc.

A Resident Owned
Manufactured Housing Community



Updated: September 1, 2020

Owned and operated by: Mountain Springs Villa, Inc.

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 goal of these community covenants is to ensure that all residents of the Mountain Springs Villa (the cooperative) maintain their home/ lots and act in a manner that is courteous and respectful of their neighbors. The community rules are to promote a family-friendly and welcoming community.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE AND TO BE APPLIED UNIFORMLY. TENANTS MUST BE GIVEN WRITTEN NOTICE OF ALL RULES AT THE TIME A LEASE AGREEMENT IS SIGNED OR WHEN THE RULE IS ADOPTED. NEWLY ADOPTED RULES ARE NOT VALID UNTIL THIRTY (30) DAYS AFTER WRITTEN NOTICE IS GIVEN.

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 DISRUPT OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN A SPECIFIED NUMBER OF 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 YOUR LEASE AGREEMENT IS TERMINATED, THE COMMUNITY WILL GIVE YOU WRITTEN NOTICE THAT YOU HAVE 60 DAYS TO MOVE (OR 30 DAYS IF YOU ARE BEHIND IN YOUR RENT). IF YOU DO NOT MOVE, AND THE COMMUNITY WISHES TO EVICT YOU, THE COMMUNITY MUST FILE A LAWSUIT AGAINST YOU IN COURT. IF THE COMMUNITY WINS, YOU RUN THE RISK OF PAYING THE COMMUNITY'S COURT COSTS AND ATTORNEY FEES.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE. YOU SHOULD 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. THE PURCHASER OF THE HOME IS NOT AUTOMATICALLY ENTITLED TO RENT THE LOT. THE PURCHASER MUST MAKE SUITABLE ARRANGEMENTS WITH THE LANDLORD IN ORDER TO BECOME A TENANT ON THE MOBILE HOME LOT.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE MONTANA OFFICE OF CONSUMER PROTECTION at P.O. BOX 200151, HELENA, MT 59620 (OR ONLINE AT [HTTPS://DOJMT.GOV/CONSUMER](https://dojmt.gov/consumer)).

I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
 - a) All underground utilities that are available to the lot
 - b) Snowplowing non-city roadway
 - 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, if applicable
 - g) ALL MOUNTAIN SPRINGS VILLA residents/homeowners will be held responsible and liable for the actions of their children, pets and guests.
 - h) Watering of any trees in the boulevard in front of their home.

- 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.

- 4) The city approved speed limit is 25 MPH, however suggested speed limit within the community boundaries is 15 MPH.

- 5) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!

- 6) This is a drug free community. Manufacture, use, sale or giving of illegal substances is prohibited and is cause for immediate eviction. Marijuana is prohibited, **unless medically prescribed, OR the State of Montana legalizes recreational use.** Public drunkenness is strictly prohibited.

II. LOT FEES, OCCUPANCY, and CONDUCT

A) LOT FEES

- 1) Lot Fees must be paid in full by the fifth (5th) of the month or a twenty-five dollar (\$25.00) late fee will be added. If you are delinquent for two consecutive months, eviction proceedings will begin pursuant to the occupancy agreement.

- 2) Lot rental fees of \$235/month are for MOUNTAIN SPRINGS VILLA members in good standing. Should a resident violate the covenants resulting in a loss of membership - they are no longer considered a resident in good standing. The

\$235/month fee will be revoked and their fee will increase to \$300/month. The \$300/month fee will be for 365 days (one year from the date of revocation).

B) 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. Households will follow state law pertaining to the number of adult and child occupants per the number of bedrooms in the home.
- 2) You shall notify the Board of Directors if there is a change in the occupancy in your home of over 30 days. In all cases, the total number of occupants shall not exceed the Cooperative's established occupancy limits. The Board of Directors requires a Lease and or Occupancy Agreement to be modified as needed.
- 3) Any homeowner wishing to remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Any homeowner wishing to sell their home should give a thirty (30) day written notice of intent to the Board of Directors and should advise any potential buyers of the requirement to join the cooperative in order to remain on the lot and the approval process for tenancy.
 - a) For a period of thirty (30) days following the delivery of the notice to the Board, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the Corporation's preference is that the Member accept the offer from the lower-income family or individual.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

- b) The property owner should not unreasonably withhold a requested signature on a Statement of Intent to Declare a Manufactured Home an Improvement to Real Property. If the Member or Non-Member Owner owes the Corporation money, or if the Member or Non-Member Owner is in breach of any other obligation to the Corporation, the Statement of Intent may be furnished "in escrow" to the closing or settlement agent until those fees are taken care of.
 - a. For sales of homes the notice to the Board of Directors will contain:
 - 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.
 - iii. If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with the

Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).

- 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, if applicable.
 - 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.
 - 1. All work must meet the minimum standards set by the Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).
 - iv. Any newly manufactured home moved into Mountain Springs Villa must meet the snow load requirement for the City of Red Lodge.
 - v. Any other home that does not meet the snow load requirement must sign a Hold Harmless Agreement PRIOR to moving said home into Mountain Springs Villa.

C) CONDUCT

- a) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowners insurance, and it is the homeowners sole responsibility to keep coverage current.
- b) 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.
- c) Adults, children and pets are not to be on the property of others uninvited.
- d) The city approved speed limit is 25 MPH, however suggested speed limit within the community boundaries is 15 MPH.
- e) Homeowners will conduct themselves in a reasonable manner so as not to disturb others:

- a. **Noise Levels:** 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.
- b. **Lighting:** No light fixture shall be located higher than the roof of your home. This does not apply to decorative outdoor lighting displays, provided such displays shall not be illuminated more than forty-five consecutive days. There will be no restrictions on decorative light hours of illumination during holiday seasons.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirting, clean, neat, and properly painted in a manner in keeping with the general appearance of the community. **Homes and accessory buildings must be kept neat and visually pleasing; Meaning that the resident shall use reasonable care to keep buildings, fixtures, and other related improvements in a condition comparable to their original condition - normal wear and tear expected.**
- 2) Concrete blocks are not acceptable as **stairs or as fencing**. All outside doors must have stairs with hand railing on opening side and in accordance with the city building code.
- 3) Commercial signs are not allowed.
- 5) All improvements such as fences, storage sheds, carports, garages, etc. must be approved by the Board and comply with City of Red Lodge codes and ordinances **PRIOR** to beginning any construction.

The resident will submit either a drawing or photo of the intended improvement/s to the Board for review and approval. It will be the responsibility of the resident to comply with Red Lodge building code/s and purchase any building permits required by the City of Red Lodge.

IV. SITES

- 1) All garbage must be put in proper bear-proof cans. All cans will be moved to the curb for collection on the evening **PRIOR** to trash collection day. The cans **MUST** be moved **AWAY** from the boulevard/curb within the day **OF** trash collection day. The day of the week for trash collection may vary due to holidays that occur during that week.
- 2) Hazardous material such as oil, batteries, paint, chemicals, etc. must be disposed of properly.
- 3) Lots are to be kept neat and free of debris. Trash, obsolete materials, equipment, or portions thereof, appliances, auto body parts, building supplies, mattresses, drums,

old furniture, or any other discarded items, shall not accumulate on any lot. Lots must maintain a pleasant appearance.

- 4) Landscaping and laws must be properly maintained. Lawns are to be kept trimmed and mowed, the grass no higher than 6". Exercising landscaping and lawn management practices is expected; Meaning that maintenance must be completed to promote a healthy, weed free environment (this includes driveways and boulevards). Regular snow removal from driveways and sidewalks is also expected.
- 5) If a lot is neglected, resident will receive a notice to remedy the issue. If requests to remedy the infraction are not met, the cooperative reserves the right to have the lot cleaned and paid for at the owners' expense.
- 6) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.
- 7) Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills and small above ground fire pits are permitted. This rule does not supersede any and all applicable fire codes/city ordinances.
- 8) The use of the lot by the homeowner will not interfere with the cooperatives ability to perform any upkeep and maintenance of the community infrastructure.

ADDED TO # 1 in BUILDINGS AND STRUCTURES; Each lot shall be maintained, meaning that the resident shall use reasonable care to keep buildings, and other related improvements and fixtures in a condition comparable to their original condition - normal wear and tear expected. ADDED TO #4 in SITES section; Landscaping shall also be maintained, meaning the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment (this includes driveways and boulevards), as well as snow removal from driveways and sidewalks. Yards must be kept in a neat and pleasing appearance/condition.

- 9) If all or any portion of a dwelling, outbuilding or other improvement is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, at the owners expense, with all due diligence, to rebuild, repair or reconstruct such structure. This shall be done in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty.
- 10) Should the mobile home be declared a total loss; the debris must be removed within 14 days of the loss occurring. A Request for Reasonable Accommodations (section VII) to extend this time-period may be granted by contacting the Board of Directors and Property Manager.
- 11) Reconstruction shall be undertaken within six months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. It is the owner(s) responsibility to maintain communication with the MOUNTAIN SPRINGS VILLA Board as to the status of the repair/reconstruction.

- 12) No pools are allowed in the community, with the exception of kiddie pools holding 20 gallons or less. All pools and trampolines have to have prior approval by the Board of Directors in writing. The household is required to have a Homeowners Insurance Policy covering personal injury liability for the pool or trampoline at the time of approval. Said insurance must name the Cooperative as co-insured.

V. VEHICLES

- 1) All vehicles, boats, trailers, trucks, motor homes of any kind, whether self-propelled or not, shall be parked in such a manner that they are not a nuisance, **impede walking or traffic flow, impede site lines, and meet at City of Red Lodge vehicle/parking ordinances.**
- 2) There is a limit of **four (4) vehicles per household.** This includes **Cars, Trucks, Vans, Motorcycles, ATV's, Dirt-Bikes (Off-Road), Boats & anything that must be licensed by the city. The vehicles MUST be fully operational and currently licensed and registered.**
- 3) Recreational vehicles shall not be left on the street, or on the sidewalks, **and are not permitted to remain on lots for long term storage. Recreational vehicles are permitted on lots temporarily for loading/unloading only, for a period of two (2) days before and after recreational use.**
- 4) Parking spaces are available on the designated area as part of each lot. There is no parking on lawns for vehicles, recreational vehicles, motor homes, campers, utility trailers or large boats with trailers.
- 5) Parking a motor vehicle is allowed on the streets as long as it does not block snowplowing or emergency vehicles, but not for permanent vehicle storage. **Please refer to the current City ordinance at the City of Red Lodge website: <http://cityofredlodge.net/planning-board/>**
- 6) Motorized trail bikes, skimobiles, go-carts, all-terrain, commercial vehicles, or equipment are to be operated and parked in accordance with all city ordinances.
- 7) There is to be no racing or inappropriate use of vehicles in the community.
- 8) Visitors and guests are requested to park in a manner that does not impeded traffic flow and neighboring pads are not blocked. **City ordinances must be followed. Please refer to the current City ordinance at the City of Red Lodge website: <http://cityofredlodge.net/planning-board/>**
- 9) All vehicles parked within the community must be in operating condition and must be currently licensed and registered. Vehicles must be in running condition and have current license plates/ tags. All non-operable vehicles, whether self-propelled or not, must be repaired or towed within **thirty (30) days of being served notice.**
- 10) Vehicles with unreasonably loud engines and/or exhaust are prohibited. Residents are entitled to perform minor maintenance on vehicles, however repairs and over hauls of any vehicle or any part thereof are prohibited within the community.

VI. PETS

All pets are subject to the city of Red Lodge Resolution 3343 - Fees for registration of animals and penalty fines for violation of provisions contained in Title 5, Chapter 5 animal control of the Red Lodge city code. They must be properly vaccinated and licensed in accordance with these regulations.

Domestic pets are allowed in this community with restrictions. Proper immunizations is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed.

These dogs are prohibited:

- a. Any dog with a history of aggressive behavior or biting.
- b. Permitted pets will either be restricted to their lot or walked on a leash. All outside pets must have proper shelter. A barking dog may not be left outside for longer than ten minutes. Excessive barking is prohibited and will not be tolerated. Any pet that is considered a nuisance could be prohibited from being in the community.
- c. All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- d. **It is recommended that** all cats and dogs **within** the community be spayed/neutered.
- e. Each household is allowed four (4) pets total.
- f. Residents may apply for an exception to the “V. Pets” section of the Community Rules by submitting a Request for a Reasonable Accommodation.

Certified service animals are permitted.

VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the Board shall be subject to revocation at the sole discretion of the Board.

VIII. ATTORNEY'S FEES AND COSTS

In the event the Corporation is the prevailing party in any legal action commenced by the Corporation 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 Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs

incurred in connection with a Supreme Court Appeal filed by the homeowner and any fees incurred in establishing the reasonableness of, and the party's entitlement to, said fees. The legal fees and costs incurred by the Corporation 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.

In the event a legal action is commenced against the Corporation by a homeowner and the Corporation prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Corporation for attorney fees and costs incurred in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees unless directed by a Court. This is justified since the homeowner is a member of the Corporation and a partial owner of the Corporation. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

IX. SEVERABILITY

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

X. 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. The cooperative shall not be liable 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 expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from purposeful misconduct or negligence and attorney fees arising therefrom.

Except for purposeful misconduct or 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.

XI. FAILURE TO FOLLOW THE RULES/RULES ENFORCEMENT

The Mountain Springs Villa Board of Directors works in partnership with property management to review potential violations of these community rules.

Property Management acts on behalf of Board of Directors and is authorized in sending notices in response to violation(s) of the Community Rules.

Violations of the Community Rules will result in the following:

- 1) A written warning
- 2) A second written warning
- 3) Revocation of Mountain Springs Villa Membership for a consecutive 365 days (one year from the date of revocation), resulting in a \$65 per month rise in lot fee during that time. The \$25 membership fee paid for that year will NOT be refunded.
 - i. If violations continue during the time of non-membership, eviction proceedings may begin
 - ii. If resident membership is reinstated, but resident then begins to violate community rules again, eviction proceedings may begin.
 - iii. If resident violations lead to loss of membership greater than two (2) times, resident may be subject to permanent loss of membership, and/or eviction.

Total 11 Pages – Approved on _____ by the Membership

Signed _____

The foregoing is a true and accurate account, attested by, _____
Secretary

Community Rules Acknowledgement

I/we _____
residing at _____ have received and read a copy
of the Community Rules.

By signing and dating this form, I/we understand and will obey these Community Rules. If we or any visitor or guest at our home or any member of our household does not follow the rules, I/we understand that this could be grounds for our eviction from the community.

Signature: _____ date: _____

Signature: _____ date: _____

This document to be kept on file by the Secretary of the Board of Directors, [as well as property management](#).