

# **HOMESTEAD ACRES CO-OP MOBILE HOME PARK RULES & REGULATIONS**

EFFECTIVE July 30<sup>th</sup>, 2016

## **PURPOSE**

The purpose of creating Rules and Regulations for any residential community is to maintain harmony at the site and provide consistency in what neighbors can expect of each other. When these expectations are met the community maintains quiet enjoyment to the benefit of the Residents (whether member or nonmember of the co-op). These Rules and Regulations may be modified or changed by an affirmative vote of the members of Cooperative pursuant to its Bylaws, after which all residents shall receive a minimum of 30 days written notice.

## **GENERAL CONDITION OF MOBILE HOME & LOT**

Residents shall maintain their mobile homes and the mobile home park lot in good condition, keeping the premises neat, clean, in good order and repair, and in such a manner as not to be detrimental to any other Resident or to the operation of the park for health, safety or aesthetic reasons. Homestead Acres Co-op shall approve the design, construction and location of any mobile homes that Residents seek to place on the demised premises.

All mobile homes must be skirted with an attractive appropriate material within 30 days of moving into the community. Residents shall keep the skirts in good repair and in attractive appearance. The area under the mobile home shall not be used for storage until such time as skirting is fully installed.

## **RENTAL PAYMENTS / LATE FEES**

Rental payments as stated in the Member/Non-member Lease, are due no later than the tenth (10<sup>th</sup>) day of each month and considered late on the eleventh (11<sup>th</sup>) day of the month in which the rent is due. The importance of your prompt and punctual rent payment is that without timely payments the Homestead Acres Co-op may not be able to pay certain operating expenses, including the Co-Op's mortgage on the property. Late payment by the Homestead Acres Co-op of these expenses may cause a late charge to the Homestead Acres Co-op from its creditors. Therefore, any payments 30 days or more delinquent may be charged late charges based upon the actual costs of collection or interest cost incurred by Homestead Acres Co-op, Payment policies related to Additional Costs are described in detail elsewhere in these Rules and Regulations.

## **OCCUPANCY**

Resident's mobile home shall not be regularly occupied by more than one person per 225 square feet of living space except with the prior written permission of the Homestead Acres Co-op where a situation of extreme emergency exists. Temporary occupancy by additional persons, upon prior request by Board of Directors, will be allowed only so long as it does not adversely affect any other Residents or the management of the park and does not exceed two weeks in duration.

## **RESIDENT AND GUEST CONDUCT**

Each Resident shall be responsible for the conduct in the park area of the resident, the resident's family, and/or household, agents, guests or any other person in the park with permission, direction, or benefit of the resident. The aforesaid individuals shall not engage in any conduct, which adversely affects any other residents or the operation of the park or conduct any illegal activities which is contrary to local, state, or federal law. Furthermore, if the offending resident or guests of a resident violate this rule a fine of \$75.00 per incident will be assessed. This amount will be added to your rent and will count as a past due balance owed to the community. If the problem continues, the Board of Directors may move for eviction.

The speed limit in the community is ten (10) miles per hour. All residents and their guests shall obey all posted signs at the property; this shall include but is not limited to Speed Limit Signs, Stop Signs, Yield Signs, and Slow Signs. Offending residents or guests of a resident who violate this rule will be fined \$25.00 for the 1<sup>st</sup> (first) incident, \$50.00 for the 2<sup>nd</sup> (second) incident, \$100.00 for the 3<sup>rd</sup> (third) incident, and Notice to Vacate for residents and or no trespass order for guests. These infractions will be monitored and documented appropriately. The Co-Op will be providing Resident Complaint forms that can be submitted to the Board of Directors for further investigation. This amount will be added to your rent and will count as a past due balance owed to the community.

### **LANDSCAPING & GROUNDS**

Residents shall maintain their mobile homes and lot in good condition, keeping the premises neat, clean, lawn mowed, and in good order or repair. This shall be done in such a manner as not to be damaging to any other resident or to the operation of the park for health, safety or aesthetic reasons. All mobile homes must be skirted with an attractive appropriate material within 30 days of moving into the community. Residents shall keep the skirts in good repair and in attractive appearance. The area under the mobile home shall not be used for storage until such time as skirting is fully installed. Fences or signs (other than professionally printed "for sale" signs) are allowed to be posted by the residents on the property with prior written authorization from the Board of Directors. Clotheslines must be properly installed and located behind the resident's home. No vegetable gardens are permitted on any mobile home lot without written permission from Board of Directors. Furthermore, if a lot has to be cleaned by the community, the offending resident will be fined \$35.00 per hour to clean the lot. This amount will be added to your rent and will count as a past due balance owed to the community.

Residents shall not cut any trees or other vegetation on the premises or at the mobile home park without prior permission of the Board of Directors.

### **RUBBISH REMOVAL**

Residents must store all trash, rubbish and garbage in sealed plastic bags, within receptacles. No paper bags may be used except as normally allowed for recycling efforts. Each resident is responsible for contracting and paying for the cost of all rubbish and recycling removal. We understand there are residents that have different providers for trash and recycling services. We also understand that those providers do not come on the same day. However, we as a community have decided residents should no longer leave their trash cans curbside. Residents should be putting their trash cans out to the curb the night before or the morning of their service. Once the service has been completed the trash containers need to be removed from the curbside. Doing this makes our community look cleaner and doesn't detract from the appearance of the community. Trash not properly disposed of shall be collected by the Homestead Acres Co-op at a cost of \$35 per hour plus the cost of the disposal and shall be charged as an additional cost to the resident. This amount will be added to your rent and will count as a past due balance owed to the community.

### **ADDITIONAL BUILDINGS, STRUCTURES & INSTALLATIONS**

Residents shall not construct, erect or place upon the leased premises any type of building, masonry structure or awnings without the prior written approval of the Board of Directors. If the Homestead Acres Co-op shall disapprove of a Resident's request, the Homestead Acres Co-op shall inform the Resident of the reasons of the disapproval. All buildings, structures or other installations shall be constructed in a professional manner, be maintained in good working order, and shall be sided and/or painted to maintain a good exterior appearance.

## **SWIMMING POOLS**

No swimming pools, other than transportable child wading pools are permitted. Residents shall promptly empty and remove child wading pools when not in use, and store in an appropriate location. Residents accept all responsibility for the use and operation of all children wading pool. Any resident wanting to fill a child wading pool must first check the signal light on the pump house before filling their pool. Failure to follow this rule will result in potential eviction.

## **MOTOR VEHICLES, BOATS, SNOWMOBILES, ATVs, ETC.**

All vehicles belonging to the residents or the resident's guests shall be parked in a driveway only. No unregistered and/or uninspected vehicles of any kind are allowed at or on any Co-Op property. All vehicles must be kept in good repair and registered as required by the State of Vermont for active operation. No major vehicle repairs should occur in the community. No more than two automobiles, or three vehicles total (vehicles described below), shall be allowed per mobile home lot, unless such additional vehicles are housed in a structure approved by the Board of Directors. Vehicles shall include cars, trucks, motorcycles, boats, and snowmobiles, ATVs, riding lawn mowers, tractors or any other motor vehicles. No snowmobiles, mini-bikes or ATVs are to be ridden in the community. Furthermore, if a resident violates this rule after 30 consecutive days of not being resolved, the Co-Op will have the vehicle towed at the owner's expense unless other arrangements have been made with the Board of Directors. Any amount of money or expensed assed or charged to the Co-Op will be added to your rent and will count as a past due balance owed to the community.

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## **WATER USAGE & SEWERAGE CHARGES**

Domestic water service shall be used for normal household usage only. Use of water for washing vehicles or for lawn or garden irrigation shall be undertaken only in accordance with rules from time to time prescribed by the Board of Directors. Homestead Acres Co-op has installed or may install, from time to time, water meters and meter reading devices on the water lines and mobile home of Resident. Resident shall not tamper with, bypass, or otherwise adjust said meter, meter reader or water systems. Homestead Acres Co-op shall have the right to monthly, or on such other reasonable periodic basis, make readings of water consumption by entering on to Resident's lot and observing said equipment. Such readings will be for informational or for system leak monitoring, but there will be no charges to resident for water or septic usage as this is covered in the community's monthly fee. Abuse of the community water or septic system could result in additional charges for the resident experiencing the problem. It is the responsibility of all tenants of the community to make one or more Board members aware of any possible problems with the water or sewer system.

## **PLUMBING**

No foreign objects likely to cause damage to the septic system are to be flushed down toilets from mobile homes. If it is determined that Resident has caused damage to the septic system, the cost of any repair shall be charged to that Resident.

Residents shall be responsible for the installation and maintenance of heat tape to pipes and drains. Residents shall be responsible for any loss or damage caused by frozen pipes or drains due to Resident's lack of proper maintenance of said pipes and heat tape.

### **FUEL TANKS**

Residents must maintain fuel tanks in good repair in an upright and secure location. The Residents shall be responsible for actions of their fuel suppliers while at the mobile home park.

### **UTILITIES**

The Residents shall be responsible for the installation and maintenance of all utilities and telephone service which the Residents desire. The Residents shall be responsible for the payment of all utility and telephone charges.

### **PETS**

One outdoor cat per mobile home is permitted in the community. Any resident having a dog or cat is solely responsible for the upkeep of said pet, and cleaning up after it.. Dog feces should not be left on the ground even if it's on your lot (pickup after your pet). All dogs must be tethered while outside, and when being walked, it must be on a leash. Any resident with an aggressive pet(s) will be held responsible for any and all damages, or injuries cause by their pet. This rule applies to all visitors to the community with pets as well. In all cases the Board of Directors must be made aware of any pet being brought into the community to live here. Any pet in the community as of July 8<sup>th</sup> 2012 is here by grand fathered into these rules but shall not be replaced without approval of the Board of Directors. According to the town of Swanton all dogs or wolf-hybrids six months or older must be licensed by April 1<sup>st</sup> of each year and must wear a collar and tag at all times. Vermont law states that rabies certificates are valid for 3 years from the date of issue. A valid rabies certificate must accompany requests for a dog license. It is the responsibility of the pet owner to provide these documents to the Board of Directors for copy and/or review before the pet is brought into the community. Any resident in violation of this rule will be assessed a \$600.00 fine by the Swanton dog catcher, and could lose their pet and/or have to pay additional fines or fees to get said pet back. One outdoor cat per mobile home is permitted in the park. Any resident having a dog or cat is solely responsible for the upkeep of said pet, and cleaning up after it.. All dogs must be tethered while outside, and when being walked, it must be on a leash. Any resident with an aggressive pet(s) will be held responsible for any and all damages, or injuries cause by their pet. This rule applies to all visitors to the community with pets. In all cases the Board of Directors must be made aware of any pet being brought into the community to live here. Any pet in the community as of July 8<sup>th</sup> 2012 is here by grand fathered into these rules but shall not be replaced without approval of the Board of Directors.

According to the town of Swanton all dogs or wolf-hybrids six months or older must be licensed by April 1<sup>st</sup> of each year and must wear a collar and tag at all times. Vermont law states that rabies certificates are valid for 3 years from the date of issue. A valid rabies certificate must accompany requests for a dog license. It is the responsibility of the pet owner to provide these documents to the Board of Directors for copy and/or review before the pet is brought into the community.

### **DRIVEWAY MAINTENANCE**

The Resident shall be responsible for the maintenance of their driveway. This maintenance includes snow removal.

### **CONDITION OF LOT AT LEASE EXPIRATION OR TERMINATION**

The Resident, at the termination of the lease, shall deliver the mobile home lot to the Homestead Acres Co-op in a clean condition, free and clear of all rubbish, trash, scrap, and all personal property, with all

infrastructures, septic connections, electrical connections and cable television connections in good working order.

### **COMPLAINTS REGARDING NEIGHBORS**

The Homestead Acres Co-op requests that problems that arise between neighbors should be handled through open communication between the neighbors. If Residents wish to have the Homestead Acres Co-op get involved in a dispute the Residents must explain the dispute in writing to the Homestead Acres Co-op Board of Directors and sign the complaint. The Homestead Acres Co-op may or may not choose to be involved in the dispute.

If the dispute is deemed to be a community issue affecting the mobile home park in general, the Homestead Acres Co-op may choose to get further involved in the resolution.

### **HOURS OF OPERATION OF COMMON AREAS**

Park common and recreation areas should be vacated no later than hours of operation shall be 9:00am-9:00 p.m. Access to these areas shall be made without the use of resident's lots. Vulgar and abusive language will not be tolerated and will result in permanent dismissal from these areas. Bicycles shall be operated in the park area in a careful and prudent manner.

### **OUTSIDE FIRES**

Outside fires are permitted with proper burning pits approved by the Board of Directors. No burn pit shall be left unattended. All burn pits shall be completely extinguished before going in or leaving the area.

### **ADDITIONAL COSTS**

Additional costs levied against a Resident for violation of rules and regulations shall be due and payable immediately upon billing. The next funds received by the Homestead Acres Co-op shall be first accrued against fines and additional costs levied, and then against outstanding rent.

If the Homestead Acres Co-op determines that a violation of the rules and regulations, or the lease, has occurred the Homestead Acres Co-op shall take one or more of the following actions:

1. Issue a warning to cease such improper conduct
2. Notify the Resident of their violation or substantial violation of the Lease
3. Request written complaints from neighbors of improper conduct
4. Notify police and request action
5. Charge Resident for the cost of rectifying the problem. In the event Homestead Acres Co-op shall undertake any repair or maintenance which is the responsibility of the Resident, or otherwise perform or cause to be performed any matter or action for which Resident is liable hereunder, Homestead Acres Co-op shall be entitled, at Board of Directors sole discretion, to charge the cost thereof to the Resident's. Homestead Acres Co-op shall give Resident prompt notice of any such charge and offset. The Community Owner's right to charge all or part of such maintenance.
6. Proceed with termination of the lease and/or eviction.
7. Take such other actions as allowed by law.

### **SUBLEASING OF SITES AND RENTAL OF HOMES**

As stated in the Cooperative's Bylaws, renting or leasing homes is not allowed, unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determines that a hardship exists.

Resident's mobile home shall not be regularly occupied by more than one person per 225 square feet of living space except with the prior written permission of the Homestead Acres Co-op where a situation of

extreme emergency exists. Temporary occupancy by additional persons, upon prior request by Board of Directors, will be allowed only so long as it does not adversely affect any other residents or the management of the park and does not exceed two weeks in duration. If there is a violation that exists and no reasonable amount of effort is being put into a conclusion, Homestead Acres Co-Op and its officers will start the eviction process against offending resident.

### **SALE, LEASE, OR TRANSFER OF MANUFACTURED HOME**

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the Cooperative at least 30 days before the intended sale, lease or transfer. The homeowner must also satisfy the conditions and limitations placed upon selling, leasing, and transferring ownership or occupancy as set forth in the Corporation's Bylaws.

Potential buyers, subtenants, and transferees are required to submit residency applications under procedures set out by the Board of Directors, working within the Bylaws. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer of the home is finalized. The Cooperative has ten (10) business days to consider applications, which are deemed to be approved if; after 10 business days, the Cooperative has not rejected the application and given the reasons for that rejection.