

# **MEADOWLANDS PARK RULES AND REGULATIONS**

Dear Resident:

Welcome to your new home! Meadowlands Park ("Park") developed these Meadowlands Park Rules and Regulations ("Rules and Regulations") for your convenience and benefit.

Please read them carefully – we encourage you to ask Management any specific questions about their meaning. There is a reason for each of the Rules and Regulations and we would be happy to discuss any of them with you.

Meadowlands Park is a 55+ community. We comply with the requirements for the designation as outlined in the Housing for Older Persons Act of 1995 (HOPA).

## **1. Community Guidelines:**

- A. Management has the right to approve or reject Resident Applications for Admittance and the right to approve or reject any future additional occupants.
- B. All homes installed in Meadowlands Park by residents must be **new and purchased from our Meadowlands Homes. Meadowlands Park reserves the right to allow other dealerships to bring in homes and residents so long as they adhere to our age restrictions and quality of homes.**
- C. Home sizes and setbacks will vary by lot and subject to management approval.
- D. A copy of the home title and registration must be given to Management within one month after occupancy. Title must be in occupants name.
- E. Skirting color and placement will be determined by Management and reviewed on request by residents; Management approval is required for deviations from Meadowlands Park skirting specifications.
- F. Steps must either be solid pre-cast concrete, wood, or composite wood construction. Contact **Management** for direction.
- G. Any additions, such as entryways, awnings, decks, porches, breezeways or fencing must have written Management approval before building permits are obtained. No storage sheds are allowed unless they are placed inside a privacy fence and you receive management approval.
- H. Residents must insure that homes are winterized by October 1 of each year. Contact Management with questions. Freeze-ups shall be the responsibility of Resident.
- I. Management is responsible for planting grass seed. Resident may install turf at their cost.
- J. In the interest of beautifying the community, Residents are encouraged to add additional shrubbery and plantings. However, Management needs to approve planting of additional greenery because all utilities are underground and digging could result in serious problems or injuries.
- K. TV antennas or satellite dishes will only be allowed with Management's written approval.
- L. Any yard art, or any other miscellaneous items occupying front or side yards visible from the street or neighbors need approval by Management.
- M. Swimming pools are NOT allowed. Hot tubs are allowed but must be kept locked and covered when not in use. Location of a hot tub must be approved by Management.

- N. Wind generation devices or solar panels of any sort are not allowed without written permission from Management.
- O. Yards are to be kept clean and landscaping maintained. Management can arrange for lawn care and driveway snow removal service upon request.
- P. Garages are required within 2 years of home purchase. Residents may have the garages installed by their own licensed contractor or have Management's contractors complete construction. Siding and roof must be identical in color/style/type/manufacturer and the garage roof pitch and house must match. All contractors must be approved by Management. Management may offer an option to manage the garage build or build and own the garage with a separate lease to tenant. Management will pay for sidewalks in front of the house and a 20' driveway. Longer driveways and garage concrete pads will be charged for separately. See Management for details.

## **2. Rent Collections:**

- A. Rent is due and payable in advance on the FIRST day of each calendar month. Direct deposit will be required for all rent payments from Residents. Rent will be considered delinquent if not received by the 3rd day of the month. There will be a \$25 late fee assessed for late rent payments.
- B. All service expenses and charges incurred by Resident are included in the term of rent and shall be deemed additional rent and will be added to the monthly rent bill.
- C. No refunds will be made for partial-month occupancy. However, if proper notification is given (at least 30 days written notice), lot rent will be prorated through the date of your departure minus any applicable charges.
- D. Resident shall be responsible for all deposits and charges regarding utilities including water, electricity, gas, garbage, recycling, sewer and water, telephone, cable, and other facilities. Contact Management for names and phone numbers of local utilities and services. Water, garbage, sewer and recycling is on a master bill and individual homes will be metered and charged back for usage and services by our water billing company ABT.
- E. A security deposit of one month's lot rent will be required prior to acceptance into the Park. This deposit will be returned upon move-out if all rental amounts have been paid, if the home and/or lot has been left in a satisfactory condition and all terms of the Lot Rental Agreement have been fulfilled.
- F. Resident agrees that Attorney fees and court costs will be added to their rental account in the case of Resident eviction.
- G.

## **3. Conduct:**

- A. Any advertising using a Park address must be cleared with Management.
- B. The hours between 10 PM and 8 AM are considered quiet hours. Residents are expected to maintain reasonable levels of volume at all times.
- C. Boisterous parties and persons causing disturbance are prohibited in the Park. Trespassing through another's manufactured home lot or property is prohibited.
- D. No Soliciting or peddling is allowed in the Park for any reason by either residents or outsiders.
- E. No private business is permitted in the Park by Residents or their visitors.
- F. Be respectful of neighbors at all times.

#### 4. Pets:

- A. All pets must be pre-approved by Management. Cats must be house cats and are not allowed to roam outside. Aggressive dog breeds will not be allowed. Any pet not pre-approved will have to be removed from the Park within 24 hours.
- B. Management has the right to approve or disapprove a pet.
- C. No kennels, doghouses or dog doors are allowed without management approval.
- D. Residents must fill out an animal addendum to their lease BEFORE bringing a pet in the Park.
- E. Pets must be up to date on shots.
- F. Residents must clean up after pets.
- G. All dogs must be leashed when outside Resident's home.
- H. When outdoors, pets cannot be left unattended and must be supervised by an adult. Dogs must not be allowed to bark excessively.
- I. Residents are allowed a maximum of 2 pets. Exceptions must be approved by Management. Residents found in violation of the pet rules will be issued warnings. On the second warning, Resident will be asked to remove the pet from the premises. If a dog bites or attacks another person or animal and there is a police report, the owner will be asked to immediately remove the animal from the Park. The two warning rule will not apply in the case of a police-reported bite.
- J. All pet owners must carry adequate liability insurance on their pets. Management is not responsible for any injury or damage caused by a Resident's pet. All pet owners shall assume total liability for any damages caused by their pets. By Resident's signature upon the Lot Rental Agreement, Resident agrees to indemnify and hold Management harmless from any liability for damages caused by the pet.

#### 5. Vehicles:

- A. Residents must register all vehicles with Management. Residents shall not have more than two (2) vehicles parked in their driveway. Vehicles may be parked on the roadway but must be removed for road maintenance and snow removal. Fire ordinances require streets to be kept cleared for emergency vehicles. There is no street parking for anything but cars. Boats, campers, RV's, etc. require a separate parking permit from Management. Meadowlands Park plans to offer various seasonal storage options; inquire with Management.
- B. The speed limit in the Park is 15 miles per hour. Please caution your visitors that the 15 mph speed limit must be observed at all times. All North Dakota State laws regarding speed limits, helmet requirements and licensing of driver and bikes must be adhered to. **It is everyone's responsibility to drive safely.**
- C. Motorcycles are permitted in the community; however, they must have adequate mufflers or silencers. Mini-bikes, motor scooters, ATV's and snowmobiles may not be driven in the Park. No commercial vehicles of one (2) ton or larger are allowed except for delivery, maintenance and emergency vehicles. Motorcycles must be idled when entering or exiting the park.
- D. All vehicles must have a current license and/or inspection permits and be in running condition. Inoperative vehicles shall not be allowed in the Park. Management may have

any such inoperative vehicle removed at Resident's expense after giving 48 hours notice. No major repairs to vehicles are allowed in the Park unless inside your garage.

## 6. General:

- A. These Rules are prepared for the benefit of all Residents. Management reserves the right to change or amend the rules upon a written notice and posting.
- B. Management reserves the right to access onto all lots at all reasonable times for the purpose of maintaining and repairing the said lot. If possible, every effort will be made by Management to notify Resident as to the time and reason for such access.
- C. Storage of wood, and other types of fuels may be allowed in the Park for personal use in interior fireplaces. Inquire with Management. All materials must be stored out of sight and at least six (6) feet from the home and one (1) foot above the ground to comply with health and safety rulings. Wood shall be stacked neatly and out of sight from the road.
- D. Residents desiring to sell their home themselves or have an in-Park sales operation sell of their home, are permitted to display "for sale" signs no larger than 10" by 15". No signs advertising the home for sale or rent shall be placed in the yard without permission. If Resident decides to sell its home, Resident agrees to offer to Meadowlands Park the option to purchase the home at an amount equal to the greater of the appraised value or a valid buyer's offer.
- E. All Resident homes must be owner occupied. **Management reserves the right to rent park owned homes.**
- F. Residents must maintain the yard and landscaping around their lot in a manner keeping with the community guidelines and attractiveness. All trees, bushes, and shrub branches are the Residents' responsibility. Residents will be notified if they fail to properly maintain their lots. If a maintenance issue is not resolved in a timely manner, Management will perform the service at a \$35 per hour charge to Resident. This will be added to the rent payment as additional rent and will be due and payable on the first day of the following month. Repeated failure by Resident to maintain their space will be cause for the termination of the Lot Rental Agreement. Management can find service providers to maintain your lawn. **Lawn clippings need to be disposed in city provided locations and not in Meadowlands Park**
- G. Trash Rules:
  - 1) Trash must be kept in a closed container, preferably in plastic bags. Trash is collected on a regular basis and on collection day must be placed where directed by the collection firm. Once the trash is collected, place the bin inside your garage or out of sight. Building materials, tree trunks, and lumber accumulated on the lot will be the responsibility of Resident to move.
  - 2) It is Resident's responsibility to arrange for removing old furniture, boxes or large items, which are of a size that will not be collected by local trash collection firms. Dumping will not be allowed in the Park.
  - 3) Each Spring, Management will provide a dumpster for one week that Residents can use for Spring cleaning.
- H. The use of firearms, BB guns, paintball guns, knives, or other potentially dangerous devices will be enforced per North Dakota State Law and City of Mandan Codes.
- I. Management reserves the right to restrict the number of visitors at any one time to a reasonable number. It is the responsibility of each Resident to control their visitors and ensure that those visitors abide by all Park guidelines. Any visitor that resides at

Resident's home longer than three weeks will be considered an Occupant; the occupant must then apply to Meadowlands Park for residency and be included on the owner/resident's lease. Visiting children are limited to two week stays; longer stays require Management approval.

- J. Management is not responsible for damage, injury or loss by accident, theft, fire and Act of God or any other cause whatsoever to either the property or persons of any Resident, Occupant or visitor.
- K. Residents must notify Management of their intent to sell their home. New potential owners of Resident's home must be pre-approved if the home is to remain in the Park. Management reserves the right to require upgrading of the home or home site to meet current Park standards.
- L. NO FIREWORKS ARE ALLOWED IN THE PARK. Residents must leave the Park and discharge them elsewhere.
- M. Gardens on Resident lots must be pre-approved by Management.
- N. Sidewalks or walkways must be cleared of snow within twenty-four (24) hours after a snowfall.

#### **7. Enforcement of Rules and Regulations:**

- A. A major prerequisite for residency in this community is that prospective Residents understand each rule.
- B. Enforcement of the Rules and Regulations is a major part of Management's obligations to all of the Park's Residents; ignorance of the rules cannot be accepted as an excuse for violation. Each Resident is entitled two (2) warnings from Management for any infraction. The first warning may be made by means of a telephone call or letter to Resident. If the violation is repeated, Resident's lease will be terminated.

#### **8. Damage or Injury to Resident or Resident's Property:**

Management is not responsible for any damage or injury that is done to Resident, Resident's property, or to Resident's visitors or their property that was not caused by a willful or negligent act of Management. Management recommends that each Resident obtain proper insurance to protect themselves against any injury or damage they may suffer. Residents are not allowed to be construed as a co-insurer with Management under any type of insurance. Any owner of a pet, which is approved by Management, must carry liability insurance, which covers the pet; Management will not be responsible for damage or injury caused by a pet.

#### **9. Rules and Regulations and Attachments are Part of Rental Agreement: NO ORAL AGREEMENTS.**

These Rules and Regulations are a part of the Lot Rental Agreement. Management can make reasonable changes in the Rules and Regulations at any time by providing 30 days written notice to Residents. All parties agree that no oral agreements have been entered into. The Lot Rental Agreement and any other written agreements made constitute the entire agreement between Management and Resident.

#### **10. Additional Occupants and Visitors:**

- A. Resident agrees that when visitors stay longer than 14 days that they become Occupants. Resident agrees to notify Management of all Occupants by 1) listing all Occupants in the Application for Admittance, 2) listing all Occupants on the receipt of

these Rules and Regulations, or 3) notifying Management within 30 days of any change in Occupants.

- B. Resident agrees that the Lot Rental Agreement, and these Rules and Regulations also apply to any and all Occupants and visitors.
- C. Resident agrees that all of their Occupants and visitors will abide by the Lot Rental Agreement and these Rules and Regulations.

**11. Notices:**

All Residents agree that notices and demands delivered by Management to Resident's home **and on Meadowlands Park portal** constitute proper notice to all Residents. Any notice to an individual may be delivered and shall be sufficient if delivered to that Resident's particular home.

**12. Reference of Terms:**

Where appropriate, singular terms include the plural, and pronouns of one gender include both genders.