

Community Rules

Libby Creek Community, Inc.

A Resident Owned
Manufactured Housing Community

Owned and operated by: Libby Creek Community, 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 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 BOTHER 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
 - b) Snowplowing of roads
 - 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
 - The care, maintenance and snow removal of their own walk-ways and driveways.
 - 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.

- 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 speed limit in the community is Five (5) MPH.

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!

II. 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. In order to promote the safety of the homeowners and

make a fair distribution of services, the maximum number of individuals allowed per house is two persons per bedroom.

- 2) All community rents are due on the first (1st) day of the month. There is a Twenty Five(\$25.00) dollar late charge for rent received the tenth (10th) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$25.00 over the current bank fees per check. No re-deposits will be made. Non-Members will pay \$25.00 dollars above the prevailing Member lot rent.
- 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).
- a) 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.

- f) 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.
 - iv. All work must meet the minimum standards set by the Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins (including Tampax) children's toys, non-bathroom tissue and bio-hazard material. As a co-op member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire repair.
- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until a repair is made. If the damages to the Corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 7) 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 Corporation's established occupancy limits. The Board of Directors requires a Lease Agreement to be modified as needed. Each additional adult Occupant must adhere to the Corporation's Additional Household Member Policy. Occupancy may NOT exceed limits set for the home-site (lot).
- 8) 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.
- 9) Adults, children and pets are not to be on the property of others uninvited.
- 10) Homeowners will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 11) 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.

- 12) Homeowner owns and is responsible for all repairs and maintenance of any aboveground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with standards as published by the Montana Department of Environmental Quality (DEQ) and incorporated herein by reference as if fully set forth herein (Title 17, Chapter 57, Subchapter 1 of the Administrative Rules of Montana). Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side and in accordance with the town's building code.
- 4) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
 - a) may not exceed 12' X 12' without the written consent of the Board of Directors;
 - b) roof is pitched
 - c) doors and windows stay in good repair and are able to be closed;
- 5) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior approval by the Board of Directors in writing and are to comply with applicable building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of any required building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 6) 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 acceptable to the Board of Directors covering personal injury liability for the pool or trampoline at the time of approval. Said insurance must name the Community as co-insured.

- 7) Commercial signs are not allowed.

IV. SITES

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed, the grass no higher than 6". If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No old furniture of any kind except for lawn furniture may be left around the home. Excess items are to be stored in a neat and orderly manner and away from view of the street.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces or barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be no higher than six (6) feet and material must be approved by the Board of Directors in writing prior to installation. The Board of Directors has final approval on fences.
- 7) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! Montana Call Before Your Dig 811 regulations apply.
- 8) Approval for planting, trimming and replacement of all trees is at the discretion of the Board of Directors.

V. VEHICLES

- 1) Parking spaces for two vehicles will be allocated to each home. There is no parking on lawns for vehicles, recreational vehicles, motor homes, campers, utility trailers or large boats with trailers.

Parking in front of the shop is prohibited. Parking a motor vehicle is allowed on the streets as long as it does not block snowplowing or emergency vehicles.

- 2) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit. Commercial vehicles or equipment may not be operated or parked in the community with the exception of delivery and service vehicles operated in conjunction with delivery and/or service to community residents.
- 3) There is to be no racing or inappropriate use of vehicles in the community.
- 4) In the interest of safety and as a courtesy to all community residents, a speed limit of 5 mph within the community shall be strictly enforced.
- 5) Overnight parking of vehicles with a gross vehicle weight (GVW) of over 20,000 pounds in the community requires prior approval of the Board of Directors.
- 6) Recreational vehicles, motor homes, campers, utility trailers and large boats with trailers shall not be parked or stored on a Resident's parking pad without the advance written permission of the Board of Directors.
- 7) Visitors and guests may park on the street immediately adjacent to the home of the Resident that they are visiting so long as traffic flow and neighboring pads are not blocked.
- 8) All vehicles parked within the community must be in operating condition and must be currently licensed. Vehicles with unreasonably loud engines and/or exhausts are prohibited. Residents are entitled to perform minor maintenance on vehicles, however, repairs and over hauls of any vehicles or any part thereof are prohibited within the community.

VI. PETS

While the members of this community understand that pets are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed.
- 2) These dogs are prohibited:
 - a) Any dog with a history of aggressive behavior or biting.
 - b) Any animal that is on a list of prohibited pets, as provided by the Corporation's insurance company.

- 3) Permitted dogs will either be restricted to their lot or walked on a leash. A barking dog may not be left outside for longer than ten minutes.
- 4) Cats can roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or restrain it to the inside of the home.
- 5) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 6) All cats and dogs are required to be spayed/neutered in the community. Breeding of pets is prohibited in the community.
- 7) Each resident household is allowed 4 dogs, cats or other pets exceeding 1 pound each.
- 8) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.
- 9) 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.

Libby Creek Community Rules

Total 10 Pages – Approved on 9/12/2019

by the Membership

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

DocuSigned by:
13 arh
Resident
#400703B731B490...

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.