

Community Rules

Morning Star Community
A Resident Owned
Manufactured Housing Community

Owned and operated by: Morning Star 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 LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 30 DAYS ADVANCE NOTICE OF THE CHANGE.

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. YOUR LEASE AGREEMENT MAY BE TERMINATED, RESULTING IN EVICTION, IF YOU FAIL TO PAY ALL RENT DUE WITHIN 7 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 THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU APPROPRIATE NOTICE ACCORDING TO STATE LAW. IF YOU ARE BEHIND IN YOUR RENT THE NOTICE PERIOD REQUIRED BY LAW IS ONLY 7 DAYS, PRIOR TO TERMINATION OF LEASE AGREEMENT. THE TERMINATION OF LEASE NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST 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.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, at 2225 11th Avenue, Helena, MT.

This mobile home park, as are all others in the state, is subject to Title 50 chapter 52 of Montana Cod Annotated, MCA 70-24, 25 & 33 and all applicable City, County and State laws.

SECTION A. RESIDENTS AND VISITORS

A.1 Owner-Occupancy: In order to unify the members and make the Corporation stronger, all homes within the Community must be owner-occupied, unless an exemption is granted by the Board of Directors according to the procedures outlined in VII. Failure to comply with this article shall result in eviction from the Community.

Excepting those homes rented at the time of community purchase, Rental or leasing of homes in the Community shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determine that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. No rental contract exceeding one year may be approved, and each modification or renewal of a rental contract shall need Board approval. The vote of the Board of Directors shall be maintained in the official records of the Corporation.

A.2 Occupancy: Residents are responsible for the behavior of their household members, guests, visitors and pets at all times. Only those Residents and household members appearing on your Rental Agreement may reside on you space. Guests may reside with a Resident for up to thirty (30) days without any additional charge to the Resident.

Notify the Board of Directors if there is a change in the occupancy in your home of over 30 days. The Board of Directors requires an Occupancy Agreement to be signed by an additional adult occupant as well as a criminal background check. Conviction for a felony in the last five years or for any offense requiring registration under “Megan’s Law” is grounds for rejection as an occupant or a member.

A.3 Disturbances: All Residents are entitled to the quiet enjoyment of their premises. No Resident shall create any noise that is loud enough to disturb another Resident. This includes but is not limited to, parties, radios, televisions, and stereo equipment. This rule will be strictly enforced between 10:00 PM and 8:00 AM, but pertains to all daytime hours.

A.3 Prohibited Conduct: No Resident shall use, or allow the use of their space or any portion of the Park for any activity that is illegal or creates a nuisance. Residents are prohibited from discharging firearms or weapons of any type including BB guns, paint guns, pellet guns, dart guns, bows and slingshots. Fireworks of any type or any similar material are prohibited within the Park.

A.4 Illegal Activity: No Resident shall engage in illegal activities while residing in the Park or allow the Park to be used by others for illegal purposes. Any violation of privacy, intoxication, illegal drug use or trafficking or disturbance of the peace shall be grounds for immediate eviction. Tampering with or damage to mailboxes is a violation of Federal Law and will be grounds for immediate termination of our Rental Agreement.

A.5 Children: All Residents are responsible for the conduct of their children. Children are expected to play in and keep their toys in their own yard. In order to prevent damage to the grass and to prevent nuisances, swimming pools, slippery slides and other water toys are prohibited. Small children's wading pools are allowed so long as they are placed on the asphalt-parking pad. Bicycles shall be ridden at a reasonable and prudent speed with the utmost care and concern for other Residents.

A.6 Businesses: Only those in-home businesses that do not create additional traffic, noise, or odor to the

community are allowed.

A.7 Signs: No signs of any type shall be posted within the Park. In the event of an in-park sale of your mobile home, a for sale sign will be permitted so long as it is displayed in the window or on the exterior surface of the mobile home.

A.8 Refuse: All refuse shall be placed in good quality plastic garbage bags that shall be securely tied - do not overload your garbage bags. In the event garbage is spilled prior to pick up, it is the responsibility of the Resident to clean it up. Garbage pick-up is **Thursday** morning, and bags shall be placed near the street by **8:00 AM**. As soon as containers have been emptied, they should be removed from the street and stored out of sight. Please do not put bags or containers out except on pick up days. The Board of Directors reserves the right to transfer the costs of garbage service to the Resident upon thirty-day notice. If utility services of any type are privately provided to the Resident, the Resident shall be responsible for paying the provider.

A.9 Leaves of Absence: Residents who will be absent for more than fourteen (14) days are required to inform Board of Directors of their intent to be absent and shall provide Board of Directors with an emergency telephone number and/or address of a person responsible for the Resident's property in their absence. During the winter months, Residents shall be responsible to ensure that their homes are adequately heated and/or winterized to prevent the freezing of pipes. Residents are prohibited from running water as a means of preventing the freezing of pipes during the winter months.

A.10 Change of Circumstances: Residents are responsible for updating their file by notifying Board of Directors of any changes in information previously provided to Board of Directors or of any information that may have an effect on the Resident's status in the Park.

SECTION B. MOBILE HOME AND SPACE STANDARDS

B.1 Appearance Standards: The care and condition of each mobile home and mobile home park space is the responsibility of the homeowner. All Residents shall keep the exterior of their mobile home and space in a neat, attractive, clean, safe and healthy condition. All spaces shall be free of debris of any type, including but not limited to discarded furniture, old appliances, tires, car batteries, lumber, bottles, cans, cardboard boxes and any other articles that detract from the character of the Park.

B.3 Upkeep: All wooden structures, decks, porches, steps, handrails, carports and metal sheds shall be stained or painted in a complimentary color as frequently as needed to prevent their visual and/or physical deterioration. All elevated decks, porches and steps, including temporary steps, must have handrails, appropriate concrete block footings and must be level.

B.4 Window Coverings: Exterior window sheeting or covering of any type, which is placed upon the exterior porches or windows during the fall or winter months, shall be removed in its entirety by May 1 of each year.

B.5 New Construction: The construction of decks, porches, storage sheds, carports and fences is prohibited without first receiving written permission from Board of Directors. Construction of any type must be in keeping with the overall character of the Park. All new fencing shall be chain link. New and existing fencing shall not be used to hang personal property and children are prohibited from climbing the fences.

B.6 Skirting: All mobile homes must be skirted with approved metal skirting within thirty (30) days of occupying the space. All other skirting material must be Board of Directors approved. Montana State Health Regulations (MSHR) requires that all skirting must be tight to the ground and tight to the mobile home with secure seams. The purpose of this regulation is to ensure that animals cannot gain access to the underside of mobile homes thereby creating a health and safety risk. The lawn adjacent to the skirting and under steps and decks must be kept trimmed to prevent the infestation of rodents and insects. As with all mobile homes, all skirting must be maintained in an attractive and complimentary manner.

B.7 Utility Connections: MSHR also require that all water, sewer and other utility connections be located behind an easily opened access door in the skirting to allow for repair and inspection by state of county officials. The county health department regularly inspects mobile home parks and requires all homes to have space numbers easily visible and firmly attached to the exterior of the home for easy identification. Any violation of state of local code shall be grounds for termination of your tenancy if the Resident does not correct it immediately.

B.8 Decks and Porches: While decks and open porches are permitted within the Park, Residents are cautioned not to use them for storage purposes or to allow them to become unsightly through the collection of debris on or under the deck or porch.

B.9 Storage Sheds: In order to ensure an attractive community, Residents are required to store lawn mowers, trimmers, snow blowers and tools of any type inside of an exterior storage shed or stored in a safe manner. Ladders may be neatly hung on the exterior. Flammables such as gasoline, paint, etc. may only be stored inside of a storage shed. They must be kept and stored in a safe manner to eliminate the threat of fire or other danger including access by children. No exterior fuel tanks of any type are allowed in the Park.

B.10 Firewood: You are allowed to have on your space up to two cords of firewood, which must be neatly stacked and stored inside storage sheds, or immediately adjacent to storage sheds. The operation of chain saws by Residents within the Park is prohibited unless authorized by Board of Directors for Park maintenance purposes. You may not drive off existing roadways or driveways with vehicles or trailers to unload firewood.

B.11 Landscaping: Board of Directors reserves the right to control existing and new landscaping within the Park. Prior to making any additions, changes or alterations to your space, you must first obtain written permission from the Board of Directors. This includes digging, planting of trees and shrubs and flower or vegetable gardens. Board of Directors reserves the right to require that each space be returned to its original condition less normal wear and tear at the expiration of the Rental Agreement unless other arrangements have been made with Board of Directors.

B.12 Lawn Care: Lawn care is the Resident's responsibility. Lawns shall be neatly mowed and trimmed and should be appropriately watered, as conditions require. Residents shall take reasonable steps to keep weeds under control and leaves should be raked and bagged to prevent the accumulation of dead material. Grass and debris should not be blown into the street when mowing. All shrubbery and flowers shall be appropriately maintained so that they are presentable and attractive thereby enhancing rather than taking away from the beauty of the neighborhood. In the event any Resident fails to maintain their lawn and /or space, the Board of Directors reserves the right to do so at the expense of the Resident. Any charges incurred by the Board of Directors will be treated as additional rent which will be due with regular rent on the next due date.

B.13 Clothes Lines: No clotheslines other than folding umbrella type shall be allowed in the Park.

Residents shall not drape clothing, linens, towels, etc. over deck and porch railings or fences.

B.14 Antennas: Residents may have small television antennas so long as they are attached directly to their mobile home and are not of a size that detracts from the beauty and character of the Park. No other antenna of any type including radio, amateur radio or large satellite dishes may be erected or maintained in the park without the Park's permission.

SECTION C. UTILITIES

C.1 Utilities: All electrical work on mobile homes moving in or out of the Park must be performed by a licensed electrician at the expense of the homeowner.

C.2 Water Supply: MSHR require that mobile homes have permanent solid water and sewer connections. This means no flexible hoses. All connections to Park facilities must be approved and inspected by the Park Board of Directors. Each Resident is required to have an exterior frost-free faucet installed on their mobile home for use in conjunction with the watering of lawns. All water lines must be properly maintained and protected from freezing by the use of heat tapes and appropriate insulation. It is the Resident's responsibility to check heat tapes and plug them in prior to the first frost to ensure that freezing does not occur and disrupt the water supply to other Residents. Residents are prohibited from running water in order to prevent the freezing of pipes, as this will result in the eventual freezing of drains. Frozen drains will be cleared and repaired at the Resident's expense.

C.3 Water Usage: Please do not waste water. Sprinklers should be moved at least every half hour when watering and should be turned off when no one is home and during the night. Watering is to be done by adult Residents and not by children. Leaking toilets or fixtures should be repaired immediately to prevent the needless waste of water and the saturation of drain fields.

C.4 Septic System: The Park is served by a series of septic tanks and drain fields. The proper functioning of the septic systems depends upon its proper use by the Residents. Residents are not to drive off established roadways as this may compromise drain fields and septic system connections. Toilets and wastewater drains may not be used for the disposal of any substances or materials, which are toxic, caustic or non-biodegradable. This includes but is not limited to paper towels, Kleenex, feminine hygiene products, disposable diapers, condoms, cigarette butts, grease, food, coffee grounds, potting solid and automotive oils and fluids. For optimal functioning of the septic system, biodegradable not-phosphorus laundry detergents must be used. Residents shall report any problem or malfunction of the water and/or septic system to Board of Directors immediately. Any damage to the septic system caused by the conduct or misuse of a Resident shall be repaired at the Resident's expense. Expenses as a result of misuse or damage to the septic system by the Resident shall be treated as additional rent and shall be due and payable in full with the next scheduled rent payment.

SECTION D. AUTOMOBILES AND OTHER VEHICLES

D.1 Vehicle Operation: In the interest of safety and as a courtesy to all Park Residents, a speed limit of 10 mph with the Park shall be strictly enforced. Each space within the Park has a designated paved parking pad for 2 vehicles and all Resident vehicles shall be parked on the pad. **Residents and visitors are prohibited from parking on lawns.** 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.

D.2 Visitor Parking: 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.

D.3 Prohibited Motor Vehicles: Motorcycles and all-terrain vehicles that are licensed are allowed as forms of transportation within the park. They are not to be operated within the Park as a form of recreation. Commercial vehicles or equipment may not be operated or parked in the Park with the exception of delivery and service vehicles when operated in conjunction with delivery and/or service to Park Residents

D.4 Vehicle Maintenance: All vehicles parked within the mobile home park 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 overhauls of any vehicles or any part thereof are prohibited within the Park.

D.5 Damage to Asphalt: Oil and transmission fluids cause the rapid disintegration of asphalt. Residents are responsible to ensure that none of their vehicles and/or their visitors/guests vehicles leaks oil and other fluids onto the asphalt. In the event any automobile fluids are spilled or leaked onto the asphalt, the spill should be cleaned and scrubbed immediately. Residents should place a drip pan or plywood under the vehicle and take steps to have all leaks fixed.

SECTION E. PETS

E.1 Pets Prohibited: As a general rule, Residents shall not be entitled to have domestic or wild pets or animals of any kind. Under appropriate circumstances and with advance written consent of Board of Directors, a Resident may be allowed to have a domestic pet so long as adequate arrangements are made for the keeping of that pet which ensures that no other Residents will be adversely affected by the presence of the animal. It shall be the Resident's responsibility to prove to the satisfaction of the Board of Directors that adequate arrangements for the care of the pet have been made and that the presence of the pet will not adversely affect other Residents.

E.2 Permissible Pets: In those cases where it had been agreed that a Resident may have a pet, the Resident shall be responsible to present to Board of Directors a signed statement by a veterinarian certifying that the animal has been spayed or neutered and that it is appropriately licensed with the state of local authority and that its immunizations are current. Pets weighing in excess of 25 lbs. at maturity will only be allowed on a case by case basis. Any allowed pet which repeatedly makes disturbing noises (barking, etc.), engages in disruptive conduct, or roams at large will be deemed a nuisance and will result in their immediate and permanent removal from the Park.

E.3 Confinement of Pets: All pets must be on a leash or confined to a vehicle when outside of the Resident's yard. Pets may not be left unattended in the Resident's yard when the Resident is absent and no pet may be allowed to remain outside at night. Any Resident who is allowed to have a dog shall be required, prior to bringing the dog into the Park, to have their yard professionally enclosed with chain link fence and properly gated to Board of Directors's specifications in order to ensure that the dog cannot run at large. Doghouses or animal cages will not be allowed outside of a Resident's home.

E.4 Pet Waste: Residents are responsible to remove pet waste from their yard daily and dispose of it in a manner to ensure that it does not become a nuisance to others. In the event of damage to the yards because of pet waste, the Resident shall be responsible for all damages incurred in returning the lawn to the condition that existed prior to the presence of the pet.

E.5 Guest Pets: The visitors or guests of Park Residents are not allowed to bring their pets into the Park unless they are confined to the inside of a motor vehicle, Residents' home or fenced yard. In order to ensure

that all Residents enjoy their premises to the fullest extent possible, Board of Directors reserves the right to restrict or prohibit the entry of visitor or guest pets into the Park. Residents are prohibited from pet sitting without the prior written consent of Board of Directors.

SECTION F. SALE OF MOBILE HOMES

In order to ensure the quality and aesthetic beauty of the mobile home park, Board of Directors strictly adheres to the following Rules and Regulations concerning the age and condition of mobile homes now in the Park and those which are proposed to be moved into the Park. Under Montana law, mobile home owners are entitled to sell their mobile home in the Park, however, **the purchase of a mobile home does not automatically entitle the purchaser to rent the space on which the home is situated.** Residents are not allowed to assign their Rental Agreement, nor sub-let their space. Residents should carefully review the following rules should they contemplate the sale of their mobile home while it is in the Park.

F.1 Notice of Sale: Residents must give Board of Directors 30 days written notice of their intent to sell their mobile home in the Park or remove it from the Park. Any costs associated with the sale or removal of a mobile home from the Park shall be the responsibility of the homeowner and not Park Board of Directors. Residents may place on the exterior surface of their mobile home, or in a window, an appropriate for sale sign, however, lawn signs are prohibited.

F.2 Lower Income Families: If the homeowner receives more than one offer for the same price upon the same terms and conditions, and the potential buyers plan to stay in the community, the Corporations' preference is that the seller accepts the offer from a 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. Department of Housing and Urban Development and published in the Federal Register.

F.3 Condition Standards: The Park reserves the right to require, as a condition of leaving an existing home on its present site at the time of a sale, that the home be brought up to Park appearance standards that are in effect at the time of the sale. The Park reserves the right to prohibit those homes whose exterior condition is such that their presence in the Park would detract from the overall character of the Park.

F.4 Application Process: Perspective purchasers of a Residents' home must submit an application and fee for a credit report and be approved in writing by Board of Directors prior to being accepted as a new Resident. In the event a sale is finalized prior to the application and acceptance process, the perspective Resident will not be approved as Resident and will be required to remove the mobile home from the Park. It is the existing Resident's responsibility to advise any perspective purchasers of this rule and the provisions of Montana law relating to the sale of mobile homes in mobile home parks and to ensure compliance with both.

F.5 Age of Home: Because of safety concerns and overall condition and appearance, the Park prohibits the movement of mobile homes into the Park whose age is **15 years or older unless a case specific written waiver from the Park Board of Directors is first obtained.** Residents living in mobile homes in the Park that are or become 15 years old or older during the period of tenancy will be allowed to remain in the Park so long as their home is properly maintained and the exterior condition does not detract from the character and beauty of the Park. In the event the sale of any home that is 15 years old or older, the mobile home must be removed from the Park irrespective of its condition, unless the express written consent of the Board of Directors is obtained in advance of the sale of the mobile home.

SECTION G. AMENDMENT

These Rules and Regulations may be amended by the members from time to time upon 30 days written notice to the Residents as provided for under Montana law.

SECTION H. 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.

SECTION I. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the cooperative 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 cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative 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 Cooperative by a homeowner, the prevailing party will be entitled to attorney's fees incurred in defending such action. 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.

SECTION J. SEVERABILITY

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

SECTION K. 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. Not 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 gross negligence.

Except for gross 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.

Morning Star Community Rules

Total 11 Pages – Approved on ___/___/___

by the Membership

Signed _____ Secretary of the Cooperative
(Signature above with printed below)

Printed [printed name]

Community Rules Acknowledgement

I/we _____ residing at the
Morning Star Community 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.