Letter to Applicants
Morning Star Community, Inc.
A Resident Owned and Operated Community

Thank you for your interest in our community. We hope you consider joining us as resident owners. We strive to maintain a positive and well-kept community.

About the Community

- ✓ This is a people-oriented community, we help each other
- ✓ Good roads, water lines and septic [modify to fit your ROC]
- ✓ Conveniently located for natural beauty, employment, and shopping
- ✓ Clean and well maintained
- ✓ Strong sense of community
- ✓ Members (you) create and live by the Community Rules. Please read them carefully before you join.

About the Application Process

- ✓ Complete the Application.
- ✓ Return it fully completed with all requested documentation, including:

1. **Application for Membership**
2. **Consumer Authorization and Release Form**, completed by all applicants 18 years of age or older.
3. **An application fee of $25** for each applicant 18 years of age or older. This fee is non-refundable.
4. A **copy of photo identification** for each applicant 18 years of age or older. **Community Rules/Bylaws/Lease Agreement** Acknowledgment Form
5. **Proof of income,** including the previous 3 month's (week's) pay-stubs and the previous year's Federal Income Tax Returns (if filed), proof of Social Security and/or SSD income, annuities and/or proof of any other sources of income.

Please note that incomplete applications will be returned to the Applicant, along with a Notice of Adverse Action.

1. Await approval or denial by the ROC's Board of Directors.
2. Complete applications will be processed within 14 calendar days. Applicants are notified of their acceptance or denial in writing.

After you are approved, before you may move in

1. Pay your $100 Membership Deposit. This is a one-time deposit.
2. Execute the Lease Agreement, with all household members listed.
3. Pay your first monthly lot rent of $365.

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After you move in

- ✓ Learn how the ROC works; attend a Board meeting.
- ✓ Sign up to participate on a committee.
- ✓ Get to know your neighbors- you are now part of the Community!

If you have questions, please reach out to the Property Manager, Marcy.

She can be reached at marcy@frontierwestmt.com or by calling 406-755-1102

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Living in a resident-owned community

Living in a cooperative community ("co-op") is different than living in an investor-owned park. This type of community living is unique – homeowners in resident owned communities are not simply tenants in a park, they are *members* of a co-op and *owners* of a business. As a co-op member it is important to understand that:

- The cooperative is a business incorporated under Montana. It is owned by its members. Individual homeowners do not own the land underneath their homes; the co-op does.
- The co-op has member-approved bylaws, which spell out how the business is governed.
- The co-op is democratically governed by a one-member, one vote system. Each member-household has equal decision-making authority.
- New homeowners moving into the community are required to become members and enter into an **Occupancy Agreement**, binding them to the bylaws and community rules.
- Members elect a board of directors to carry out the day-to-day tasks of running a business. The board then appoints committees to take on other tasks.
- Members have control over big decisions, such as carrying charges (rent), approving the annual budget, electing a board and amending the bylaws or community rules.
- Members can be expelled from the cooperative (which is *different* than being evicted from the community) for obstructing the management of the co-op. This is a serious matter and not to be taken lightly – members who are expelled typically lose voting privileges and pay a higher lot rent.

The board and the appointed committee members must adhere to the co-op's bylaws and rules, as well as to state and federal laws. They are also co-op members, and are accountable to their fellow members. They must run the co-op in a fair, consistent, democratic and business-like manner.

Co-op membership has rewards, rights and responsibilities. The strength of a resident-owned community is directly related to the participation and commitment of its members. By participating in the co-op, members can help reduce costs, build a vibrant neighborhood and grow as leaders. Participation includes everything from baking brownies for the annual community barbecue to operating the well system, from an hour a month to a two-year commitment on the board of directors.

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EQUAL HOUSING OPPORTUNITY

Morning Star Community, Inc.
Application for Membership

All information must be filled out completely. Incomplete applications will be returned to the applicant(s). If a question does not apply, place "n/a" in the space provided. Please print all information legibly.

Applying for: _____ (Address)

Current owner: _____

Applicant: _____

Co-applicant: _____
(if more than two applicants, please ask for an additional application)

Name(s) on deed: _____

Current address: _____(street)

_____ (city, state, zip)

Home phone: _____ Work phone: _____

Length of time at this address: _____

Current landlord: _____ Phone: _____

If less than three (3) years at current address, list previous addresses:

Address (street, city, state, zip):

_____

Landlord: _____ Phone: _____

Address (street, city, state, zip):

_____

Landlord: _____ Phone: _____

Applicant employer: _____ Phone: _____

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Address: _____

Co-applicant employer: _____ Phone: _____

Address: _____

Please list all sources of *monthly* income to be considered towards payment of lot rent:

Applicant income:

Amount $_____ Source_____

Amount $_____ Source_____

Amount $_____ Source_____

Co-applicant income:

Amount $_____ Source_____

Amount $_____ Source_____

Amount $_____ Source_____

Anticipated monthly expenses:

Mortgage(s): _____

Electric: _____

Cable/Internet: _____

Heat: _____

Other: _____

Car Payment(s): _____

Auto Insurance: _____

Homeowners Ins.: _____

Phone(s): _____

Number of persons who plan to occupy home _____

Are you or any members of your household required to register as a sex offender?

☐ Yes ☐ No

Please list three personal (not professional) references who can speak to your likelihood to pay your rent in a timely manner, obey the Community Rules and be a good ROC Member. References may not include relatives.

1. Name: _____ Phone: _____

   Relationship: _____

2. Name: _____ Phone: _____

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Relationship: _____

3. Name: _____ Phone: _____

Relationship: _____

Please read the following information before signing this application:

To join Morning Star Community, I/we are aware that a Membership Deposit of $100.00 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out except under clear cases of hardship as determined by the ROC Board of Directors.

The ROC does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental disability or national origin or on account of that person's sexual orientation in the approval of its members.

Information provided in this application found to be false may serve as immediate grounds for denial of Membership.

Disclaimer: I understand that should I be accepted as a Member of the ROC, failure to provide accurate information on this Application for Membership may be grounds for Member expulsion according to the ROC Bylaws. Such expulsion would result in the loss of Membership. Loss of Membership/expulsion would result in the loss of voting privileges, an increased monthly lot rent, and may lead to eviction. By signing this application, I attest that this is accurate and true information to the best of my knowledge.

Applicant signature: _____Date: _____

Co-applicant signature: _____ Date: _____

NOTE: Applications that are incomplete, illegible and/or are not accompanied by the proper documentation will be returned to the applicant(s).

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Morning Star Community, Inc.
Consumer Authorization and Release

(Please print clearly)

Applicant _____ ___ _____
First MI Last

Social Security # ____ - _____ - _____

Date of birth _____ / _____ / _____
mo day year

Current address

_____

_____ _____ _____
city state zip

How long? _____

Co-Applicant Name _____ ___ _____
First MI Last

Social Security # ____ - _____ - _____

Date of birth _____ / _____ / _____
mo day year

Current address

_____

_____ _____ _____
city state zip

How long? _____

I/We hereby authorize **Morning Star Community, Inc.** to obtain my/our consumer report/credit information, credit risk scores and other enhancements to my/our consumer report (hereinafter collectively referred to as "Report") from one or more of the three national credit reporting repositories (Equifax, Experian, Trans Union) and provide a copy of the Report to:

Morning Star Community, Inc. for the purpose of assessing my/our **Application for Membership** in said ROC. I/We understand that 'other enhancements' includes conducting a national criminal background check, to which I/we give my/our consent.

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This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. 1681b(a)(2).

I/WE further authorize the **Morning Star Community, Inc.** to contact the references listed on my/our application in order to assess my/our **Application for Membership** in said ROC.

I/WE further authorize the **Morning Star Community, Inc.** to verify past and present landlord references in order to assess my/our **Application for Membership** in said ROC.

It is understood that a photocopy and/or facsimile of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my/our **Membership Application.**

Applicant	Date
Co-applicant	Date

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Morning Star Community, Inc.

Bylaws/Community Rules/Lease Agreement Acknowledgement Form

I/We _____ are applying for Membership in the ROC for the lot located at 3012 Lower River Rd # . I/we have received and read a copy of the Morning Star Community, Inc. Bylaws, Community Rules, and Lease Agreement.

By signing and dating this form, I/we acknowledge that we understand and will obey the Bylaws, Community Rules, and Lease Agreement of Morning Star Community, Inc. If I/we do not follow these Bylaws and Rules, I/we understand that this could be grounds for expulsion from Membership and/or eviction from the Community.

Applicant signature: _____ Date: _____

Co-applicant signature: _____ Date: _____

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Morning Star Community, Inc.

Pet Registration Form

Please fill out one form per pet and*include a photo of the pet and if the pet is a dog a copy of the registration for the pet.*

Pet owner's contact info:

name(s): _____

address: _____

phone number: _____ email address: _____

Number of Pets: ____ cat(s) ____ dog(s) ____ other (outdoor pets) – specify: _____

Pet 1: Name: _____
Tag #: _____
_____ cat _____ dog
_____ other – specify: _____
Breed: _____
Color: _____

Pet 2: Name: _____
Tag #: _____
_____ cat _____ dog
_____ other – specify: _____
Breed: _____
Color: _____

Pet 3: Name: _____
Tag #: _____
_____ cat _____ dog
_____ other – specify: _____
Breed: _____
Color: _____

Pet 4: Name: _____
Tag #: _____
_____ cat _____ dog
_____ other – specify: _____
Breed: _____
Color: _____

If you are not at home, who can handle your pet(s)?

Name: _____ Phone: _____

Failure to comply with the Community Rules, specifically related to pets, is a breach of your Lease Agreement and is sufficient grounds for eviction as per the laws of the State of Montana.

The Community Rules, specifically related to pets, will be strictly enforced.

Signature: _____ Date: _____

Signature: _____ Date: _____

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A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus that gather and sell information about your creditworthiness to creditors, employers, landlords, and other businesses. The FCRA gives you specific rights, which are summarized below. You may have additional rights under state law. For more information, go to www.ftc.gov/credit, or write to: Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

You must be told if information in your file has been used against you. Anyone who uses information from a consumer reporting agency to deny your application for credit, insurance, or employment – or take another adverse action against you – must tell you and give you the name, address, and phone number of the agency that provided the information.

You can find out what is in your file. At any time, you may request and obtain your report from a consumer reporting agency. You will be asked to provide proper identification, which may include your Social Security number. In many cases the report will be free. You are entitled to free reports if a person has taken adverse action against you because of information in a report; if you are the victim of identity theft; if you are the victim of fraud; if you are on public assistance; or if you are unemployed but expect to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit bureaus and from some specialized consumer reporting agencies. See www.ftc.gov/credit for details about how to obtain your free report.

You have a right to know your credit score. Credit scores are numerical summaries of a consumer's creditworthiness based on information from consumer reports. For a fee, you may get your credit score. For more information, click on www.ftc.gov/credit. In some mortgage transactions, you will get credit score information without charge.

You can dispute inaccurate information with the consumer reporting agency. If you tell a consumer reporting agency that your file has inaccurate information, the agency must take certain steps to investigate unless your dispute is frivolous. For an explanation of dispute procedures, go to www.ftc.gov/credit.

Inaccurate information must be corrected or deleted. A consumer reporting agency or furnisher must remove or correct information verified as inaccurate, usually within 30 days after you dispute it**.** However, a consumer reporting agency may continue to report negative data that it verifies as being accurate.

Outdated negative information may not be reported. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need as determined by the FCRA - usually to consider an application with a creditor, insurer, employer, landlord, or other business.

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Identity theft victims and active duty military personnel have additional rights. Victims of identity theft have new rights under the FCRA. Active-duty military personnel who are away from their regular duty station may file "active duty" alerts to help prevent identity theft. For more information, visit www.ftc.gov/credit.

Your consent is required for reports that are provided to employers. A consumer reporting agency may not give out information about you to your employer, or potential employer, without your written consent. Blanket consent may be given at the time of employment or later.

You may choose to remove your name from consumer reporting agency lists for unsolicited credit and insurance offers. These offers must include a toll-free phone number you can call if you choose to take your name and address off lists in the future. You may opt-out at the major credit bureaus by calling 1-888-567-8688.

You may seek damages from violators. If a consumer reporting agency, a user of consumer reports, or, in some cases, a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them in state or federal court.

The FCRA gives several federal agencies authority to enforce the FCRA:

TO COMPLAIN ABOUT:	**PLEASE CONTACT:**
Consumer reporting agencies, creditors, and others not listed below	Federal Trade Commission FCRA Consumer Response Center - 1-877-382-4357 (Toll-Free) Washington, DC 20580
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer Help FRCH Washington, DC 20551 888-851-1920
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision 800-842-6929 Complaints Washington, DC 20552
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Washington, DC 20429
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management 202-366-1306 Washington, DC 20590
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of GIPSA Deputy Administrator - Washington, 202-720-70517051 DC 20250

Para información en español, visite www.ftc.gov/credit o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

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BYLAWS of

MORNING STAR COMMUNITY, INC.

ARTICLE I
BYLAWS

1. 1 **Bylaws.** These Bylaws constitute the code of rules adopted by Morning Star Community, Inc. for the regulation and management of its affairs. The Corporation is located in Kalispell, County of Flathead, State of Montana.

1.2 **Bylaw Amendment.** The Bylaws of the Corporation shall be adopted or repealed by at least a majority vote of the Membership.

(1) The Bylaws may be amended by a majority vote of the Members present at any regular or special meetings at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all members not less than ten (10) days prior to such meeting.

(2) After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.

ARTICLE II
PURPOSE

2. 1 **Purpose.** The purpose for which this Corporation is formed is to own and operate a manufactured housing community (commonly known as "park"), hereinafter referred to as the "Corporation," as a corporation and be involved in other Corporation activities, on a non--profit, "cooperative" basis for the benefit of the current and future residents.

2.2 **Business.** The broad purpose is to gain control of the rental costs, preserve the Community for the current residents, and to keep it affordable long term for low- and moderate-income individuals and families.

(1) In accordance with the purpose stated in the Corporation's Articles of Incorporation, the Corporation will conduct its business in a manner designed to preserve the affordability of the sites within the community for low- to moderate-income homeowners.

ARTICLE Ill
MEMBERS

3. 1 Member Defined. A "Member" is defined as an adult (18 years-or-older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who:

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(1) Own and reside in a manufactured housing unit (hereinafter referred to as a "Home") in the Community and any spouse or partner in a civil union entitled to a homestead interest, who has signed a Lease Agreement, being the "ultimate consumer(s)" of the housing opportunity provided by the Corporation. A person is seen as owning or co- owning a Home if he/she owns the Home directly or through his/her revocable "living" or "Granter" trust. A "Granter" or "living" trust is any trust established by an individual under such terms as:

a. Appoint him or herself as the trustee during his or her lifetime (and or competency).

b. Is revocable by him or her; and

c. Designates him or herself as the beneficiary for his, her or their lifetime.

"Ownership" of a home shall include, where appropriate, persons purchasing a home under a lease purchase or contract of sale, which is current and in good standing, or brought into good standing by agreement acceptable to the Board of Directors, where the home buyer has some established equity in the home.

(2) ls/are in good standing with the Corporation. A "Member in good standing" is a member whose lot rent and Membership Deposits are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and deposit current.

(3) ls/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the community.

3.2 Membership Rights.

(1) Upon continued payment of the lot rent and compliance with the other terms of the Lease Agreement, the Bylaws of the Corporation and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said unit provided that, if a Member is evicted from the Community or moves out of the community, that Member will lose his or her right to occupy said unit.

(2) Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.

In accordance with Montana Code Annotated§ 35-2-514, a member may not transfer a Membership or any rights arising from Membership.

3.3 Membership Obligations.

(1) All Members and non-Members are required to pay their lot rent. This rent, initially established by the membership of the Corporation, may be increased by a majority vote of the Corporation Board of Directors or by a majority vote of the Membership, consistent with these Bylaws, with a thirty (30) day written notice to all Members and non-Members.

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(2) All Members are required to pay their Membership Deposit, consistent with Article 3.6 of these Bylaws.

3.4 **Enrollment of Members.** After the purchase of the Community, buyers or owners of Homes seeking to reside in a Home and lease a unit in the Community must become Members of the Corporation.

(1) Owners seeking Membership shall:

a. Apply for Membership on a form prescribed by the Membership Committee.
b. Be approved for Membership by a majority vote of the Board of Directors.
c. Pay in full the Membership Deposit.
d. Execute a Lease Agreement.
e. Own and occupy a Home in the Community.
f. Commit to the purposes and policies of the Corporation including the Community Rules and these Bylaws.

(2) Owners of homes in place at the time the corporation purchases the community have the right to become members without Board approval as per (b) above; but must fulfill all other membership enrollment conditions (a), (c), (d), (e), and (f) above.

(3) Buyers of homes may be approved for membership conditional upon purchase and occupancy of the home.

A person is considered a buyer or owner if he or she seeks to, or does, own or co-own a Home directly or through his/her/their "living" or "Granter" trust (see definition at 3.1-1) or becomes the subsequent beneficiary of a trust, previously existing as a revocable living trust, upon death of the Granter, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a home to his or her "living" or "Granter" trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their Membership into a permissible "living" or "Granter" trust must furnish the Corporation with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, granter trust wherein the Member(s) is/are the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

3.5 **Membership Certificate.** A Certificate of Membership shall be issued to any Member, as an individual or as trustee of his or her revocable living trust other "Grantor" trust, who has fully paid their Membership Deposit.

(1) This certificate, or a fully executed and accepted Membership Agreement and Promise to Pay, shall entitle the holder (or, in the case of a living or Granter trust, the trust grantor only) to occupancy of their unit in accordance with the Member Lease Agreement, provided that the holder also abides by the Community Rules of the Corporation and does not interfere with the effective operation of the Corporation.

(2) The certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership.

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(3) A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a "living" or "Grantor" trust continue to hold a membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.

3.6 **Membership Deposit.** The Membership Deposit shall be one hundred dollars ($100.00). The Membership Deposit does not result in the acquisition of any equity or fee interest in the Corporation, but rather is a condition to Membership.

(1) This is the par value.

(2) There is no book value.

(3) Membership Deposits accumulate no interest.

3.7 **Membership Deposit Use.** The Board of Directors reserves the right to use all or part of the Membership Deposit to pay any debt due to the Corporation, or expenses incurred by the Corporation as a result of a member's actions or non-actions, provided:

(1) Such debts and expenses are legally the responsibility of the Member; and

(2) The Member shall replenish a Membership Deposit decreased on such account in order to remain in "Good Standing", and any amounts due but unpaid by the Member shall be treated as unpaid lot rent for all purposes.

3.8 **Loss of Membership.** Any Member whose activity in the Corporation is contrary to basic cooperation principles (see copy of International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation may be expelled from Membership in the Corporation by the Board of Directors.

(1) Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any Member lot rent.

(2) Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion.

a. In accordance with Montana Code Annotated§ 35-2-520, a procedure is "fair and reasonable" if the Member receives not less than fifteen (15) days' prior written notice of **the expulsion, termination or suspension, including a clear statement of the reasons for it;** and the Member is given an opportunity to be heard before the Board of Directors, orally or in writing, not less than five (5) days before the effective date of the expulsion, **suspension or termination.**

b. Written notice will be given by first-class or certified mail sent to the Member's last address shown on the Corporation's records.

(3) An eviction of the Member shall automatically terminate his or her Membership.

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(4) A Member need not be expelled before being evicted.

3.9 Loss of Membership Appeal. The Member shall have the right to appeal the decision to terminate membership to the next Membership meeting and will be given a reasonable opportunity to be heard, either in person or by their attorney.

(1) Members may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied.

(2) In the absence of a board call for a Special Meeting, the member may do so in accordance with Section 5.4.2 of these Bylaws.

(3) Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.

Any Member who wishes to be represented by legal counsel as the result of a corporation action must notify the Board of the fact ten (10) days in advance of the meeting. The Member shall solely be responsible for the cost of his or her attorney. In no case should the Corporation be responsible for the legal fees of the Member.

Resignation

A Member may resign from Membership at any time. Resignation of a Member carries with it the loss of all Membership Rights listed in Article 3.2 of these Bylaws, including the perpetual right to occupy said lot and voting interests. Resignation does not relieve the Member from any obligations the Member may have to the Corporation as a result of obligations incurred or commitments made **prior to resignation.**

ARTICLE IV
OCCUPATION, SALE, AND RENTAL OF HOMES

4.1 Occupation of Home. In order to unify the Members and make the Corporation stronger, all homes within the Community must be occupied. Failure to comply with this article may result in an eviction from the Community.

(1) All Homes are single family dwellings. Individuals may reside in a recreational vehicle (motorhomes, travel trailers or 5th wheels) parked in an owner/rental unit no more than two (2) weeks.

(2) All Owners shall supply the Board of Directors with proof of insurance coverage on the Home. Said insurance coverage must include:

a. Be in an amount to cover any home damage.

b. Coverage on outbuildings located within the lot.

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4.2 Rental of Home. Rental or leasing of homes in the Community shall not be allowed unless approved by the Board of Directors.

(1) Existing rentals shall be allowed to remain until those homes are offered for sale. Whoever buys the unit then must be approved through the screening process, become a member of the community and occupy the home; or they must move the home out of the community.

(2) The Board of Directors shall not approve a new rental or lease unless:

a. A written request is submitted by the Member alleging hardship and the board of directors determines that hardship exists.

b. A rental application must be submitted to the Board of Directors detailing the ability of the renter to meet financial obligations.

c. The owner shall supply the Board of Directors with proof of insurance coverage on the Home, including any outbuildings in an amount sufficient to cover the Home and Unit.

d. The renter shall supply the Board of Directors with proof of a Renter insurance policy.

(3) The vote of the Board of Directors shall be maintained in the official records of the Corporation.

4.3 Sale of Home. Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors.

(1) Failure to give notice can result in 30 days additional unit rent.

(2) A notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, the name, address, and phone number of the selling agent, if any. It is the responsibility of the Owner to supply potential buyers \\ the information regarding the requirement that all buyers reside in the Community and become Members of the Corporation.

(3) The seller shall supply the Corporation with the name and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in Section 3.4 which applies here as well.

(4) 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.

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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 country as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

4. 5 **Vacant Units**. Any lot in the Community that becomes vacant (other than a temporary vacancy when a Member of the Corporation replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a lower-income household approved for Corporation Membership.

(1) Provided, however, that if after advertising the lot for thirty (30) days, the Board does not receive an offer to lease from a lower-income household reasonably capable of affording the Home and living in the Community, the Board of Directors may lease the lot to any suitable household.

(2) The Board will keep a waiting list for these purposes.

4 6 **Statement of Intent.** The properly 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 amounts are paid in full.

4. 7 **Membership Deposit.** The Board of Directors shall repay the amount equal to the Membership Deposit paid by said Member household by:

(1) Paying them the amount equal to the Membership Deposit paid, without interest, less any debt owned by the Member to the Corporation, within sixty (60) days of the removal or sale of the home, or at such later date when the repayment can be made without jeopardizing the solvency of the Corporation.

ARTICLE V
MEMBERSHIP
MEETINGS

5.1 **Membership Actions**

(1) The Membership may act only at a properly called meeting of the Membership where a quorum is present.

(2) The Bylaws of the Corporation and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the corporation.

(3) The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any regular or special meetings at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice,

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technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.

Voting Quorum. 1/3 of the current Membership shall constitute a quorum at a Membership meeting.

(1) The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned.

(2) If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.

(3) There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum.

5.3 **Action Without a Meeting.** Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board· approved motion.

(1) To be passed, the motion must be approved by a majority of the entire Membership.

a. A copy of the motion and vote must be kept on file with the Corporation's Membership meeting minutes.

b. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted or otherwise published to the members within 3 days.

5.4 **Member Meetings.** A meeting of Members is to be held annually.

(1) The Annual Meetings of the Members shall be held in the month of May each year in Kalispell at a place designated by the Board of Directors within 10 miles of the Community.

a. Notice of the time and place of the Annual Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained in a common area not less than ten (10) days prior to the date of the meeting.

b. The proposed annual budget with proposed future rents of the Corporation shall be made available to each Member no later than ten (10) days before the Meeting for approval by the Membership at the Annual May Meeting. The Report to the Secretary of State and the report of the examination of the prior year's finances will be available electronically by request.

c. If Members, after meeting held or ballot conducted for said purposes, shall fail to approve a budget that meets all contractual obligations, the Board may approve such a budget without further vote of the Members.

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(2) Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members.

a. Such Member petition may be delivered to any Board Member.

b. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand.

The Secretary of the Corporation shall deliver, or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date.
Business at a Special Meeting of the Membership is limited to the Scope of the Notice provided.

ARTICLE VI
BOARD OF DIRECTORS

6.1 Number of Directors. The Corporation shall be managed by a Board of Directors. The Board of Directors shall consist of five members who are residents and owners of a manufactured housing unit in the Community and are in good standing with the Corporation.

6.2 **Qualifications.** Directorships shall not be denied to any person on the basis of race, creed, sex, religion, or national origin. To be eligible to serve as a director, an individual must be a member in good standing with the Corporation.

6.3 Election and Term of Office. The Board of Directors shall be elected by the Membership at an Annual or Special meeting of the Corporation, or at a special meeting held in place thereof.

(1) All newly elected Directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first.
(2) At each election for Directors, every Member entitled to vote shall have the right to vote for as many persons as there are Directors to be elected.

(3) All Directors shall serve for a term of two years, except that at the first election, the ***Treasurer*** and ***Vice President*** will be elected for one-year terms.

(4) No Director may serve for more than three consecutive two-year terms, or until their successor are duly chosen.

(5) Vacancies that result from resignation or other means may be filled by a majority vote of the members present at any regular or special meetings of the Board of Directors.

(6) The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purpose of Section 6. 3.4 of these Bylaws.

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6.4 **Ballots.** A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors.

(1) It shall clearly state the slate of nominees and be identifiable by either a lot number or other means. It shall also clearly state that other nominees may come from the floor.

(2) The ballots shall be sealed and opened at the Membership meeting.

(3) The Board of Directors may allow for an absentee ballot for the following reasons:

a. Hospitalization, shift work, infirmity, out of town.

(4) A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances.

(5) Absentee ballots may not be counted towards a quorum.

(6) If the ballot is to be mailed, the Member must request it ten (10) days before the meeting.

6.5 **Powers.** The Board of Directors of this Corporation is vested with the management of the business and affairs of this Corporation, subject to the Montana Nonprofit Corporations Act, the Articles of Incorporation, and these Bylaws.

(1) No Director may act on behalf of the corporation unless duly authorized by the Board of Directors.

(2) Any matters outside of the ordinary course of business or that involve the sale or encumbrance of assets shall require Member approval.

6.6 Committees. The Board of Directors may from time to time set up committees and/or ad- hoc groups to work on specific responsibilities, with the committee members serving at the pleasure of the Board of Directors.

(1) These committees will report to the Board of Directors and operate with only as much authority as granted by the Board.

a. Further explanation of these committees may be found in the policies of the Board of Directors.

6.7 **Adverse Interest.** The Membership of the Corporation shall adopt a Conflict of Interest policy and procedure.

6.8 **Resignation.** Any Director may resign at any time by delivering written notice to the Secretary or President of the Board of Directors. Such resignation will take effect upon the later of receipt or the time specified in the notice.

6.9 **Removal/Vacancies.** Any Directors whose actions are determined to negatively affect the operation of the Corporation may be removed by a majority vote of the Members present at any regularly scheduled or special meetings of the Membership where a quorum is present,

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provided that a l0-day notice of the impending vote has been given to the Director who may be removed. The vote must take place within 30 days of receipt of the petition.

(1) Said notice of a vote to remove shall only be made after a majority vote of the Board of Directors or after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership.

(2) Said resolution shall clearly state that once a quorum is established, a majority vote of the Members present will be needed to remove the Director.

(3) The notice shall state the date, time and place of the meeting where said vote will be taken.

Vacancies of the members, which result from a removal vote of the membership, shall be filled by a majority vote of the Board of Directors.

6. 10 Compensation Directors shall serve without compensation but shall be entitled to reasonable compensation for expenses paid while conducting legitimate Corporation business. Any expenses incurred must have prior approval by the Board of Directors.

(1) Receipts must accompany all requests for reimbursement.

(2) Directors may not simultaneously serve on the Board and receive compensation for **services, products, or contracts, and may not be e1nployed by the Corporation.**

ARTICLE VII OFFICERS

7.1 Roster of Officers. The Officers of the Corporation shall consist of a President, Vice-President, Secretary, Treasurer, Operations Manager and any other designated position as decided by the Membership.

(1) All Officers are Directors of the Corporation and must meet the requirements for being a director set forth in Articles 6.1 and 6.3.

7.2 Election and Removal of Officers. See process for Election and Removal of Directors in Article 6.

7.3 Officer's Duties.

(1) The President shall serve as chair and preside at all meetings of the Directors and Membership.

a. He or she shall be responsible for general administration according to the guidelines established by the Board and the Membership.

b. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Corporation.

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(2) The Vice President shall preside at all meetings **in** the absence of the President and shall perform such duties delegated to him/her by either the Board or the President.

a. He/she shall report on the activities of the President to the Board in the absence of the President.

(3) The Secretary shall keep the records of the Corporation and these Bylaws.

a. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership.

b. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the chair may request that some person act as a recording secretary to take the minutes.

c. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating Membership and resident lists.

d. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

(4) The Treasurer shall have charge of all the funds of the Corporation and shall be responsible for all disbursements and collections.

a. The Treasurer shall be responsible for maintaining all financial records of the Corporation including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records.

b. The Treasurer will see that all checks drawn on the Corporation accounts shall bear the signature of at least two of these three Officers: President, Treasurer, or Secretary.

c. As a standard fiscal control, a Member of the Corporation other than the Treasurer shall reconcile the Corporation accounts each month.

d. The Treasurer shall be responsible for having the books prepared for examination.

e. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.

(5) The Operations Manager sits on the Maintenance Committee and is responsible for the effective upkeep of grounds and systems including:

a. Developing services, standards, emergency and general repair procedures.

b. Maintaining a list of qualified trades people and obtaining bids.

c. Maximizing volunteer contributions.

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d. Submitting a capital improvements plan and annual projected maintenance budgets.

(6) All Officers of the Corporation shall, subject to these Bylaws and to any vote of the Directors, have such powers and duties as the Directors shall from time to time designate, in addition to the specific powers and duties set forth above.

ARTICLE VIII
BOARD MEETINGS

8.1 **Regular Meetings.** Regular meetings of the Directors shall be held monthly.

(1) Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Community no less than three days before the date of the meeting.

(2) The Board shall have the sole discretion to establish the agenda for all regular meetings.

8.2 **Special Meetings.** Special meetings of the Directors may be held at the call of the President or any two Directors.

(1) Written notice stating the place, day, hour and agenda of any special meeting shall be posted in a common area and communicated personally. to each Board Member not less than three days before the date of the meeting.

(2) In an emergency situation a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

8.3 **Open Meetings.** Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session.

(1) Executive Sessions are used only for the purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel.

(2) A decision may not be made in Executive Session where minutes are not kept.

(3) Decisions must be made in the form of a motion at a meeting open to the membership.

8.4 **Notice.** Written notice stating the place, day, hour and agenda of all Board meetings, regular and special, shall be posted in a common area no less than 3 days before any meeting.

8.5 **Quorum.** At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business.

(1) A majority of these present must vote in the affirmative to pass a motion, once a quorum has been established.

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(2) Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board members.

(3) Authority for such action commences when the last Director signs.

(4) A copy of the written motion with all signatures must be kept with the Board minutes.

8. 6 Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted within 3 days.

8.7 Proxy Voting Prohibited. Proxy voting is prohibited.

ARTICLE IX
INDEMNIFICATION AND BOND

9.1 Indemnification. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Corporation.

(1) Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Corporation, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Corporation, indemnity for his or her reasonable expenses, including attorney's fees incurred in the defense of the proceeding, may be assessed against the Corporation, its receiver, or its trustee, by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorney's fees incurred and other expenses as the court finds to be reasonable.

(2) Lawsuits. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, Officer, or employee of the Corporation, in any proceedings other than an action by the Corporation, indemnity for his or her reasonable expenses including attorney fees incurred in the defense of the proceeding may be paid by the Corporation if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed, to the best interest of the Corporation; any such indemnity shall be made as authorized by majority vote of the Membership.

9.2 Bond. Each Officer, Director, employee, and agent handling funds or securities amounting to $1,000 or more in any one year shall be covered by adequate bond based on industry standards.

ARTICLE X

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OPERATIONS

10.1 Signing of Documents. Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation will be signed and executed by the President and one other Director. The Board will authorize by written resolution all final documents to be so executed. No more than one individual from each Member household may have signing authority.

10.2 Disbursement of Funds. All checks drawn on the Corporation accounts shall bear the signature of at least two of these three Officers: President, Treasurer, or Secretary.

(1) Any decisions that may commit expenditures of two thousand dollars ($2,000.00), or more of corporation resources per Fiscal year, which does not appear in the approved annual budget, shall be made by the Membership at a bi-Annual, special, or regular meeting of the Members.

(2) Capital Improvement and Replacement Reserve expenditures that exceed three thousand dollars ($3,000.00) per fiscal year require the approval of the Membership except in cases of emergency repairs.

(3) The Board shall notify the Membership of such an emergency action at the next regular or special meetings of the Membership.

10.3 Ethics, Procurement and Conflict of Interest. The Corporation shall adopt, and all Director-Officers shall abide by a Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy and Procedure. No member of the Board of Directors may be retained by the Corporation for compensation whether as an employee, independent contractor, consultant or in any other capacity. The role of employee, contractor, or vendor is inherently a conflict of interest with a director's role as a Board Member, and that conflict cannot be waived by the Board or Membership.

10.4 **Records.** The records of the Corporation shall be kept by the Directors in an office and transferred to newly elected Directors upon change over.

10.5 **Record Inspection.** Records of the Corporation shall be open to the inspection of any Member at a reasonable time and place within 72 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship application, materials discussed in executive session and individual collection matters. The Treasurer will make the Annual Financial Statements available to the Board within three months after the end of the fiscal year.

Fiscal Year. The fiscal year of the Corporation shall be the twelve (12) month period ending the last day of June of each year. (Fiscal year exception is the year of purchase which will/may not contain twelve (12) months, ending date does not change.) The Corporation shall cause its books to be examined within a reasonable time after the end of the fiscal year in accordance with the audit/review requirements of state law.

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10.6 **Dissolution.** The Corporation may be dissolved only with the authorization of its Board of Directors given at a special meeting called for that purpose, and with the subsequent approval by no less than two-thirds (2/3) vote of the members.

10.7 **Dissolution payment.** In the event of dissolution of the Corporation, the assets, after payment of the Corporation's debts and expenses, shall be distributed in the following manner:

10.8 The face value, or the amount equal to the Membership Deposit paid minus any outstanding obligation to the corporation, whichever is lower, shall be repaid to the Members.

10.9 Any surplus remaining after the distributions in paragraph A may be distributed as a contribution to any cooperative association or other nonprofit association to which contributions are deductible from income tax under current internal revenue service regulations.

ARTICLE XI
RULES OF PROCEDURE

In the case of any question not covered in these Bylaws or the adopted Board policies, or by Title 35, Chapter 2 of the Montana Code Annotated, the guidelines in **"Parliamentary Procedure for Manufactured Housing Community Corporations" as published by the *Management Guide*** © 2003, 2007 **ROC** USA, LLC or the foundation document, *The Standard Code of Parliamentary Procedure, Fourth Edition*, by Alice Sturgis, 2001) will prevail.

11.1 CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of Morning Star. Community Inc. at its meeting held via ballot and votes finalized May 16, 2026.

The foregoing is a true and accurate account, attest ed by:

DocuSigned by:
4571A810094648C...
Board President

Signed by:
Shirley Roberts
531F0DA358DE43D...
Board Secretary

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International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

Co-operatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

2nd Principle: Democratic Member Control

Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. People serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as conditions of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence

Co-operatives are autonomous, self-help organizations controlled by their members. If they enter to agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their cooperative autonomy.

5th Principle: Education, Training and Information

Co-operatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their co-operatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

6th Principle: Co-operation among Co-operatives

Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional and international structures.

7th Principle: Concern for Community

Co-operatives work for the sustainable development of their communities through policies approved by their members.

These principles can be found on the International Cooperative Alliance website at: https://www.ica.coop/en

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Community Rules

Approved on 05/16/2026

Morning Star Community

A Resident Owned
Manufactured Housing Community

Owned and operated by: Morning Star Community, Inc.

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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

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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.

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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 your space. Guests staying more than a total of 14 days in a calendar year without written consent of the board will constitute a violation of your member agreement.

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

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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 no 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 or 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, trash cans other than the bin provided by the community and any other articles that detract from the character of the Park.

B.2 **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.3 **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.4 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.

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B.5 **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.6 **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.7 **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. This includes but is not limited to discarded furniture, furniture intended to be inside furniture, garbage, appliances (working or non-working).

B.8 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.9 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.10 Outdoor Fire Pits: Small outdoor propane fire pits are allowed with a fire extinguisher in immediate proximity. No other fire pits are allowed.

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

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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.

B.15 Hot Tubs: One (1) temporary hot tub is allowed, inside a fenced yard, up to 5ft by 5ft in size. Subject to board approval with provided drawing of location on lot and photos of hot tub prior to install. Homeowner is responsible for repairing grass to original state if removed or if they move out of the community. Repairing grass may include new soil, see and/or sod. It is strongly recommended to add coverage for a hot tub on your homeowners insurance policy.

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

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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 are allowed up to two (2) calendar days consecutively to be parked in Resident's designated parking pad, intended for loading and unloading. They shall not be parked or stored indefinitely, or longer than 2 calendar days, 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 over hauls 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

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fence and properly gated to Board of Directors' 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.

E.6 **Pet Rule Exception – Cats**: Subject to Sections E.1, E.2, and E.3 above, domestic cats that have been approved by the Board of Directors are permitted to roam freely outdoors during daytime hours. Cats must not be allowed to remain outside at night.

Cat owners are responsible for ensuring their cat does not create a nuisance, including but not limited to repeated disturbance, aggressive behavior, damage to landscaping, or damage to another Resident's personal property. Any cat deemed a nuisance under the standards outlined in these Rules shall be subject to the same violation and removal process applicable to all pets.

If a cat is proven to have caused damage to another Resident's personal property, the cat owner shall be fully responsible for the cost of repair, replacement, and/or reimbursement for the damaged property.

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.

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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.

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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 05/16/2026

by the Membership

DocuSigned by:

Signed _____ President of the Cooperative

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(Signature above with printed below)

Printed [printed name Cheryl Mills]

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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.

SECURITY FREEZE INFORMATION

Any consumer in Montana may place a security freeze on his or her credit report by requesting one in writing by mail to the consumer reporting agency. After January 31, 2009, the consumer reporting agencies must also make available an electronic method to place the security freeze.

The consumer reporting agency is not allowed to charge a fee to victims for placing, temporarily lifting for a specific time period, or permanently removing a security freeze on a credit report. To prove you are a victim, you must also send a valid copy of a police report or an investigative report or written Federal Trade Commission complaint.

For all others, a charge of $3 will be applied for each placement or temporary lift of a security freeze. A reasonable fee not to exceed $5 can be charged for a replacement PIN. A security freeze prohibits, with certain specific exceptions, the consumer reporting agency from releasing the consumer's credit report or any information from it without the express authorization of the consumer.

To obtain more detailed information on how to place a security freeze on your credit reports, see below.

HOW TO "FREEZE" YOUR CREDIT FILES

A security freeze means that your file cannot be shared with potential creditors. A security freeze can help prevent new account identity theft. Most businesses will not open credit accounts without first checking a consumer's credit history. If your credit files are frozen, even someone who has your name and Social Security number probably would not be able to obtain credit in your name.

How do I place a security freeze?

To place a freeze, you must write by certified or overnight mail to each of the three consumer reporting agencies. Beginning January 31, 2009, the consumer reporting agencies must make a telephone or secure electronic method available to request a security freeze on your credit files.

Consumer reporting agencies charge a $3 fee to place or temporary lift a security freeze, unless you provide proof that you are a victim of identity theft, in which case there is no fee. A copy of your police report or an investigative report or written FTC complaint documenting identity theft must be included to avoid a fee.

Write to all three addresses below and include the information that follows:

Equifax Security Freeze
P.O. Box 105788
Atlanta, GA 30348

Experian Security Freeze
P.O. Box 9554
Allen, TX 75013

Trans Union Security Freeze
P.O. Box 6790
Fullerton, CA 92834-6790

For each, you must:

- Send a letter by regular or certified mail only prior to January 31, 2009;
- After January 31, 2009, you may also place the security freeze by a secure electronic method;
- If you are a victim of identity theft, you must include a copy of either the police report or case number documenting the identity theft;
- Provide your full name (including middle initial as well as Jr., Sr., II, III, etc.,) address, Social Security number, and date of birth;
- If you have moved in the past 5 years, supply the addresses where you have lived over the prior 5 years.
- Provide proof of current address such as a current utility bill or phone bill
- Send a photocopy of a government issued identification card (state driver's license or ID card, military identification, etc.)
- If applicable, include payment by check, money order or credit card (Visa, Master Card, American Express or Discover cards only.)

How long does it take for a security freeze to go into effect?

After five (5) business days from receiving your letter, the consumer reporting agencies listed above will place a freeze providing credit reports to potential creditors. If you are a victim of identity theft, placement of a security freeze is to take place within 24 hours after the consumer reporting agency has received the request.

Five (5) more business days from placing a freeze on your account, the consumer reporting agencies will send you a confirmation letter containing a unique PIN (personal identification number) or password. Keep this PIN or password in a safe place.

Can I open new credit accounts if my files are frozen?

Yes. You can have a security freeze lifted for a temporary period of time. This is done at no charge for victims. For non-victims, however, there is a $3 charge. The steps to do so are as follows:

- Contact the consumer reporting agencies above.
- You may contact the consumer reporting agencies by telephone, fax or over the Internet;
- You must provide proper identification;
- You must provide your unique PIN or password;
- And, you must include during what time period your credit report will be accessible (for example: from August 1 to August 5.)

How long does it take for a security freeze to be lifted?

Three (3) business days before January 31, 2009. Starting on this date, the consumer reporting agencies must lift the freeze within 15 minutes under reasonable circumstances and if requests are made between 6am to 9:30pm MST.

What will new a creditor who requests my file see if it is frozen?

A creditor will see a message or a code indicating the file is frozen.

Can a new creditor get my credit score if my file is frozen?

No. A creditor who requests your file from one of the three consumer reporting agencies will only get a message or a code indicating that the file is frozen.

Can I order my own credit report if my file is frozen?

Yes.

Can anyone see my credit file if it is frozen?

When you have a security freeze on your credit file, certain entities still have access to it. Your report can still be released to your existing creditors or to collection agencies acting on their own behalf. They can use it to review or collect on your account. Other creditors may also use your information to make offers of credit. Government agencies may also have access in response to a court or administrative order, a subpoena, or a search warrant.

Do I have to freeze my file with all three consumer reporting agencies?

Yes. Different credit issuers may use different consumer reporting agencies. If you want to stop your credit file from being viewed, you must freeze it with Equifax, Experian, and Trans Union.

If more than one person in my household wants to request a security freeze, do we each have to request a separate security freeze?

Yes. Because each person has an individual credit history and credit reporting file, each person must make a separate request to place, lift or remove a security freeze. Each person also must pay any applicable fees.

Will a freeze lower my credit score?

No.

Can an employer do a background check on my credit file?

It depends. The freeze does not cover a consumer reporting agency database or file used consisting entirely of information about, and used solely for, employment screening.

Does freezing my file mean that I won't receive pre-approved credit offers?

No. You can stop the pre-approved credit offers by calling 888-5OPTOUT (888-567-8688). Or you can do this online at www.optoutprescreen.com. This will stop most of the offers, the ones that go through the consumer reporting agencies. It's good for five years or you can make it permanent.

What law requires security freezes?

The Montana security freeze bill Senate Bill 116, passed in 2007.

THIS FACT SHEET IS FOR INFORMATIONAL PURPOSES. IT IS NOT LEGAL ADVICE. FOR LEGAL ADVICE, YOU MUST CONSULT YOUR OWN ATTORNEY.

Before using these template letters, please read the entire document for complete information.

SAMPLE FREEZE LETTER TO EQUIFAX

Date

Equifax Security Freeze
P.O. Box 105788
Atlanta, GA 30348

Dear Equifax:

I would like to place a security freeze on my credit file. My name is:

My former name was (if applies):

My current address is:

My address has changed in the past 5 years. My former address was:

My social security number is:

My date of birth is:

I have enclosed photocopies of a government issued identity card AND proof of residence such as a utility bill or phone bill.

Circle one of the following:
I have included a $3 fee to place a security freeze on my credit file

OR

I an identity theft victim and a copy of my police report (or other investigative report or complaint to the FTC concerning identity theft) regarding identity theft is enclosed.

Yours truly,

Your name

SAMPLE FREEZE LETTER TO TRANS UNION

Date

Trans Union Security Freeze
P.O. Box 6790
Fullerton, CA 92834-6790

Dear Trans Union:

I would like to place a security freeze on my credit file. My name is:

My former name was (if applies):

My current address is:

My address has changed in the past 5 years. My former address was:

My social security number is:

My date of birth is:

I have enclosed photocopies of a government issued identity card AND proof of residence such as a utility bill or phone bill.

Circle one of the following:
I have included a $3 fee to place a security freeze on my credit file

OR

I an identity theft victim and a copy of my police report (or other investigative report or complaint to the FTC concerning identity theft) regarding identity theft is enclosed.

Yours truly,

Your name

SAMPLE FREEZE LETTER TO EXPERIAN

Date

Experian Security Freeze
P.O. Box 9554
Allen, TX 75013

Dear Experian:

I would like to place a security freeze on my credit file. My name is:

My former name was (if applies):

My current address is:

My address has changed in the past 5 years. My former address was:

My social security number is:

My date of birth is:

I have enclosed photocopies of a government issued identity card AND proof of residence such as a utility bill or phone bill.

Circle one of the following:

I have included a $3 fee to place a security freeze on my credit file

OR

I an identity theft victim and a copy of my police report (or other investigative report or complaint to the FTC concerning identity theft) regarding identity theft is enclosed.

Yours truly,

Your name

Selling the Home

Homeowner Responsibilities

- The homeowner must inform the Board of his or her intent to sell the home in accordance with the Bylaws and the Community Rules.
- In most ROCs, the home is preferred to be marketed to low- to moderate-income homebuyers for the initial period of 30-60 days, depending on the Bylaws. All other considerations being equal, income-qualifying buyers are preferred during this period.
- If the homeowner vacates the home during the sale process, he or she is still fully responsible for all upkeep and lot rent.
- All ROC requirements regarding "For Sale" signage must be adhered to. Check the Community Rules for clarification.
- The homeowner is responsible for continued maintenance of the lot and preparation for the change in ownership. The lot must be left neat and clean.
- The homeowner is the initial liaison between buyers/real estate agents and the Membership Committee.
- The homeowner/seller should request that a Membership Application Package be given to any prospective buyers and/or real estate agencies that list the home.
- The homeowner/seller is required to inform all prospective buyers of the requirement of Membership acceptance, the process, the timeframe involved, and any special conditions that may apply.
- Fuel storage tanks must be upgraded to meet state and federal installation standards BEFORE ownership changes. The financial responsibility for this must be decided between the seller and buyer.
- Pro-ration of lot rent must occur between the seller and buyer. No credit for any portion of lot rent will be given by the ROC to either party.
- The ROC does not involve itself with negotiations of the sale of the home, except as it may directly affect the ROC!
- Transfer of the Membership Deposit as a part of the sale is not allowed. The buyer must pay their whole Membership Deposit directly to the ROC.
- The sale transaction is not complete until the buyer's Membership Deposit is verified to be paid in full to the ROC, and a new Lease Agreement is fully executed. 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 there are fees owed to the ROC by the seller, the Statement of Intent may be furnished "in escrow" to the closing or settlement agent until those fees are taken care of.

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- Only then may the new homeowner take full possession of the dwelling and move in.
- Under no circumstance may the new owner move any property into the home or onto the lot until the sale is complete. This includes resolving any issues between the ROC and the previous homeowner.

Important Note: The ROC, as the Property Owner, is subject to 70-33-101 Montana Code Annotated prohibitions under the Montana Residential Mobile Home Lot Rental Act. For more information, visit http://www.montanalawhelp.org/files/0ED0131F-1EC9-4FC4-652E-FC8C4E92C777/attachments/ECE69EEC-0487-67A5-3D45-D67187C9C019/402271QandA%20for%20mobiles%20manufactureds.pdf.

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