Community Rules

Golden Age Village, Inc.

A Resident Owned Community

Owned and operated by: [Golden Age Village], Inc.

Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive, and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules 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's appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE AND TO BE APPLIED UNIFORMLY. TENANTS MUST BE GIVEN WRITTEN NOTICE OF ALL RULES AT THE TIME A LEASE AGREEMENT IS SIGNED OR WHEN THE RULE IS ADOPTED. NEWLY ADOPTED RULES ARE NOT VALID UNTIL THIRTY (30) DAYS AFTER WRITTEN NOTICE IS GIVEN.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY, AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOUR LEASE AGREEMENT MAY BE TERMINATED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 10 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

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YOUR LEASE AGREEMENT MAY ALSO BE TERMINATED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE AND APPLIED UNIFORMLY, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU EITHER FAIL TO REMEDY THE VIOLATION OR CONTINUE TO VIOLATE THE RULE. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF YOUR LEASE AGREEMENT IS TERMINATED, THE COMMUNITY WILL GIVE YOU WRITTEN NOTICE THAT YOU HAVE 60 DAYS TO MOVE (OR 30 DAYS IF YOU ARE BEHIND IN YOUR RENT). IF YOU DO NOT MOVE, AND THE COMMUNITY WISHES TO EVICT YOU, THE COMMUNITY MUST FILE A LAWSUIT AGAINST YOU IN COURT. IF THE COMMUNITY WINS, YOU RUN THE RISK OF PAYING THE COMMUNITY'S COURT COSTS AND ATTORNEY FEES.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS OR HER 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 MONTANA OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION & ANTITRUST BUREAU, 2225 11th Avenue, P.O. BOX 200151, HELENA, MT 59620 (OR ONLINE AT HTTPS://DOJMT.GOV/CONSUMER).

This mobile home community is subject to Title 50 chapter 52 of Montana Code Annotated, MCA 70-24, 25 & 33 and all applicable City, County and State laws. There is at least a yearly inspection performed by the City-County Health Department.

I. GENERAL RESPONSIBILITIES

1) The Corporation is responsible for:
   - water up to the curb stop and main sewer lines beyond the home
   - Snowplowing of roads
   - Maintenance of roads and common areas
   - Trees and common area landscaping
   - Utility Poles (applicable in some Communities)
   - Enforce the Community Rules

2) The homeowner is responsible for:
   - Hooking up to utilities and maintaining connections
   - Upkeep of their lot
   - The care, maintenance and snow removal of their own walk-ways and driveways.
   - Abiding by community rules

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- Payment of lot rent on time
- Prominently displaying the street number on the front of the home for emergency location (911)
- All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the ROC.

3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.

4) The speed limit in the community is 15 [Fifteen (15)] MPH.

5) 'Safe and Sane' Fireworks are permitted on the following dates: July 4 and Dec. 31/ Jan. 1. Quiet hours must still be observed on these days. Fireworks are only allowed to be discharged under adult supervision. This rule does not supersede any and all applicable fire codes.

   Note: The only fireworks permitted to be discharged in Golden Age Village are those that fall into the 'safe and sane' fireworks classification. Definitions provided below.

Safe and Sane

A term given by a specific state that refers to a subset of the "Consumer" 1.3G fireworks classifications that can be sold in that state. In general, "safe and sane" fireworks usually include items such as fountains, sparklers, smoke balls, snakes, ground spinners, pinwheels, novelties, and toy trick noisemakers. With little exception, consumer fireworks not included in the "Safe and Sane" concept include firecrackers, rockets, aerial shells, roman candles, and any novelty firework or combination firework device that includes these types as part of the design or performance.

- **Novelties**

A term given to fireworks such as wedding sparklers, snaps, and snakes that are not really lumped together with the rest of their fireworks brothers. Basically, anything that doesn't have a fuse can be considered a "Novelty" item. Novelty items can typically be shipped via ground transit without any special paperwork or hazmat labeling.

- **Toy Trick Noisemakers**

Another term given to certain lightweight items, similar to "Novelty" items. This term includes such items as caps, party poppers, and snappers. They are generally not considered "fireworks" and are sold almost everywhere in the U.S. They are typically not regulated by U.S. fireworks classifications.

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6) Illegal and recreational use of firearms is strictly prohibited. This rule does not supersede any and all applicable current county and Fish, Wildlife and Parks regulations.

II. OCCUPANCY

1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Corporation's bylaws. This is not to be construed to prevent resident home-owners from subletting rooms in their homes.

2) All lot rents are due on the 1st day of the month. There is a $25 dollar late charge for rent received after the 10th day of each month. Cash is acceptable for payment of rent and must be received with a receipt. A returned check fee will be assessed ($5.00) over the current bank fees per check. No re-deposits will be made. Non-Members will pay 10% above the prevailing Member lot rent.

3) A homeowner must notify the Board of Directors if they plan to temporarily vacate their home for more than 30 days and may not leave their property vacant for more than 6 months at one time.

   i. If a home is to remain vacant for over 30 days, a property inspection report must be submitted after 30 days, and every 30 days thereafter, to the GAV Property Manager. This report does not need to be completed by the homeowner.

   ii. It is the responsibility of the homeowner to winterize their home if they plan to vacate between the months of October and April.

   iii. Any exceptions to 'II. Occupancy, 16)' may be presented to The Board of Directors for approval.

4) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement of joining the Corporation as a condition of allowing the home to remain in the community.

   a) For a period of thirty (30) days following the delivery of the notice to the Board, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the Corporation's preference is that the Member accept the offer from the lower-income family or individual.

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

b) The property owner should not unreasonably withhold a requested signature on a Statement of Intent to Declare a Manufactured Home an Improvement to Real Property. If the Member or Non-Member Owner owes the Corporation money, or if the Member or Non-Member Owner is in breach of any other obligation to the Corporation, the Statement of Intent may be furnished "in escrow" to the closing or settlement agent until those fees are taken care of.

c) The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this Community:

Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by [applicable state law), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

Notwithstanding rights of the Corporation under applicable state law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under a Lease Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Lease Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

d) For sales of homes:
    i. The letter will contain the agent's name, telephone number, and address;
    ii. The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
    iii. If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with the Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).

e) For removal of homes:
    i. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
    ii. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.

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iii. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.

f) For homes to be moved in:
   i. The Board of Directors requires written approval of all new and used homes prior to delivery.
   ii. The Board of Directors reserves the right to inspect and view any used home before moving into the community.
   iii. If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
   iv. All work must meet the minimum standards set by the Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).

5) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.

6) The GAV sewage disposal system is not a chemical treatment plant. Material not broken down biologically can either clog the septic tanks or cause a blockage or sealing of the drainage field. Thus, only toilet paper shall be flushed down the toilets. All other paper and plastic products including all baby diapering products, feminine hygiene products, facial tissue, paper towels and other bathroom related items are to be thrown away in appropriate trash containers. No oils, solvents, industrial detergents or other chemicals may be poured down drains, flushed down the toilets or otherwise put into the sewage disposal system.

7) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The Corporation reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

8) Notify the Board of Directors if there are any additions of occupants in your home that exceed 30 days. The Board of Directors requires a Lease Agreement to be modified as needed. Each additional adult Occupant must adhere to the Corporation's Additional Household Member Policy.

9) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.

10) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.

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11) Outdoor lights may not be left on longer than necessary or overnight in order to minimize light pollution. Motion sensor lights are recommended.

12) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.

13) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 11 pm - 7 am.

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

15) All GAV Members, Non-Members and their guests must enter the pond area at their own risk. It is recommended that children under 10 be accompanied by an adult.

16) The pump house located adjacent to the fire lane contains sensitive controls, meters and valves for the community water system and should not be entered or tampered with.

III. BUILDINGS AND STRUCTURES

1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.

2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.

3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on the opening side and in accordance with the town's building code.

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4) Any new utility building on a Member or Non-Members Home Lot is to comply to the following standards:

   a) may not exceed_____(12' X 12')
   b) roof is pitched
   c) doors and windows stay in good repair and are able to be closed

5) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request, and are to comply with the building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot.

6) Pools and trampolines may only be kept on individual lots and are not allowed on common ground. Members and non-members who choose to have a pool or safety net must sign an indemnification agreement that if a person is harmed, the owner agrees to hold GAV harmless.

7) Any exceptions to III. Buildings and Structures may be presented to The Board of Directors for approval.

IV. SITES

1) Clotheslines are permitted on individual lots only.

2) Trash removal is the homeowner's responsibility. Trash is to be kept in closed containers designed for that purpose and out of sight if possible.

3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the Corporation reserves the right to have the lot cleaned and paid for at the owner's expense.

4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not accumulate on lawns or around homes.

5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas, charcoal grills and barbeque pits are permitted. Open fires are not permitted. This rule does not supersede any and all applicable fire codes.

6) Homeowners may build a fence but must first ask the Board of Directors approval. Fences must be maintained.

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7) The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure. Call 811 **before** you dig or plant! (Montana Call Before You Dig 811 regulations apply.)

8) Prior written approval by the Board of Directors for planting, and replacement of all trees is required.

V. VEHICLES

1) Unregistered and/or uninspected motor vehicles are not allowed in the community.
2) Vehicle Repairs
   a) Major vehicle (auto, boat, snowmobile, etc.) repairs or storage of inoperable vehicles on a resident's lot for more than ten (10) days is prohibited, except inside a garage or carport.

   b) Junk vehicles, vehicle parts, etc. are prohibited to accumulate on any mobile home lot.
   c) The dumping of used motor oil or any other non-biodegradable fluids in the GAV common area or on personal home lots, on roads and streets or in the sewage disposal system is strictly prohibited.

3) Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snow plowing or emergency vehicles.

4) Motorized trail bikes, skimobiles, go-karts, and all-terrain vehicles are not to be used in the community except to enter and exit.

5) There is to be no racing or inappropriate use of any vehicles in the community.

6) The speed limit is fifteen-15 MPH.

7) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.

VI. ANIMALS

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

1) Domestic pets are allowed in this community with restrictions. Proper immunization is the responsibility of the homeowner. Ownership of farm animals in a community format, in designated areas, is allowed with the approval of majority member vote by members present at a meeting.

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2) These dogs are prohibited:
   a) Any dog with a history of aggressive behavior or biting.
   b) Any animal that is on a list of prohibited pets, as provided by the Corporation's insurance company.
   c) Dogs or other pets which attack or bite other residents will have to be removed from the GAV.

3) Permitted dogs should be contained in their designated areas unless accompanied by their owner. A barking dog may not bark on a consistent day to day basis and may not be left outside barking for longer than ten minutes.

4) Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or confine it to the inside of the home.

5) All female pets (dogs or cats) must be spayed.

6) The raising of a litter of dogs or cats is not allowed.

7) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

8) A maximum of two cats and two dogs per lot are allowed.

9) Each Member household is permitted to have a flock of up to 6 chickens. Chicken coops must be kept neat and sanitary at all times. No roosters are permitted.

10) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation to the Board of Directors.

VII. REQUESTS FOR REASONABLE ACCOMMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the Board shall be subject to revocation at the sole discretion of the Board.

VIII. ATTORNEY'S FEES AND COSTS

In the event the Corporation is the prevailing party in any legal action commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the

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homeowner must pay all legal fees and costs incurred by the Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or canceled by the Corporation. The legal fees would also
include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Corporation by a homeowner and the Corporation prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Corporation for attorney fees and costs incurred in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees unless directed by a Court. This is justified since the homeowner is a member of the Corporation and a partial owner of the Corporation. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

IX. SEVERABILITY

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

X. LIABILITY AND INDEMNITY

The Corporation 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 Corporation 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 the Corporation 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 Corporation from gross negligence.

Except for gross negligence of the Corporation, homeowners hereby release the Corporation from any responsibility for any injuries or damages occurring upon or in any way connected with the premises or nearby streets. Also, the Corporation is not responsible for claims or damages that may be caused by the re-entering and taking of possession by the Corporation under conditions of these rules and regulations or the laws of the State of Montana.

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_____ Community Rules

Total _____ Pages – Approved on ___/___/___

by the Membership

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

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