Montrose Mobile Manor MHP RULES & REGULATIONS

Park Mailing Address: Montrose Mobile Manor MHP

P.O. Box 100

Watertown, MN 55388

E-Services Provider: Griffith Properties LLP

Website: www.montrosemobilemanor.com or www.griffith-properties.com **Email:** montrosemobilemanor@gmail.com or contact@griffith-properties.com

Park Administration & Billing: Sara Griffith (612) 618-0946

Monday – Friday, 8:00 am to 6:00 pm, call or text

Maintenance: General Maintenance requests must be made through your Tenant Web Portal, or through our website. If you do not have internet access, please call Sara.

Emergency Numbers: Tom (612) 618-9590, or Sara (612) 618-0946 Emergencies are defined as situations which may cause immediate danger or harm to you, other people or property. General complaints or billing matters are not emergencies.

Rental Applications: The application form can be accessed at www.montrosemobilemanor.com/applyonline. Any person over the age of 18 years who resides at the property for 21 total (does not need to be consecutive) days or more, must submit an application for residency.

1. Rent Payment

Rent payments cannot be made onsite. Rent must be paid online through your Tenant Portal, by mailing a check or money-order, or using your CashPay card at authorized locations.

- Online payments may be made at www.griffith-properties.com via your Tenant Portal
- Checks and Money orders must be mailed to: Montrose Mobile Manor, P.O. Box 100, Watertown, MN 55388
- Autopay may be set up through your Tenant Portal, or by contacting Park Administration.
- CashPay cards can be requested through Park Administration.

Rent payments are due on the first (1^{st}) day of each month. A late fee of \$25.00 (\$50 for Rental Houses) will be assessed to any account not paid by the fifth (5^{th}) day of the month. If you mail a check or money order, it must be RECEIVED by the 6th day

of the month to avoid a late fee. If a check is returned by a bank for non-payment, a \$ 30.00 fee will be assessed, in addition to the late fee if applicable. By tendering an amount less than the full amount owed, Landlord does not waive Landlord's right to recover possession of the premises by filing or proceeding with an eviction action for the remainder of the amount owed. Acceptance of past, present, or future rent or other charges shall not be deemed a waiver by Landlord of any past, present, or future breach of the lease, and shall not waive Landlord's right to recover possession of the premises by filing or proceeding with an eviction action. Payments received are applied to the oldest outstanding charge(s) first.

2. Security Deposit

When a Resident moves from the Park, the Resident must give the Park a forwarding address. The Park will, within three (3) weeks, either refund the Resident's security deposit, with interest; or write the Resident stating why some or all of the deposit is being withheld. The Park will keep security deposit money only if the Resident still owes the Park money, has moved out owing rent or if the Resident has damaged the park's property. The Park will not hold the Resident responsible for ordinary wear and tear. An "Intent to Vacate" form is available on our website.

3. Complaints

Complaints must be made in writing, either mailed or emailed. To be effective, the complaint should state not only the problem, but the Lot number of the Resident causing the problem, dates and (if possible) times the problems occur. (Example: dog running loose from lot #00 on 1-1-01, 2-3pm)

Please include your name and Lot number on the complaint. We will <u>not</u> share this information with the Resident you are reporting, but we may need to speak with you about the complaint.

4. Curfew/Children

Children under 10 years of age must be under adult supervision at all times. No person under the age of 16 years may be in any public area of the Park between the hours of 10:00 p.m. and 6:00 a.m., except if accompanied by a parent or guardian, or is in direct route home from and within 30 minutes of a religious or other voluntary association, or is carrying a certified card of employment and is on his/her way to or from this place of employment, or is on an emergency errand or other legitimate business directed by his/her parent or guardian.

5. Playground

- Children must be supervised by an adult while playing.
- Do not use equipment when wet.
- No bare feet wear proper footwear.
- No rough playing or yelling.
- No running, pushing or shoving.
- Only 1 person per swing at a time.

- No jumping off slides or platforms.
- No glass bottles or alcohol allowed in play area.
- No bicycles allowed in play area.
- No pets allowed in play area.
- Playground closes at dusk. No one permitted after dark.

6. Noise

There is to be no loud talking, radio, television or other noises after 10:00 p.m. and before 7:00 a.m. that can be heard over 5' away. From 7:00 am to 10:00 pm no sounds should be loud enough to hear over 50' away. Residents are responsible for the behavior of their guests. Any loud, disruptive or disturbing behavior is strictly prohibited. Residents are responsible to report to local law enforcement any law violations or disturbances.

7. Police

Minnesota State Statute 327.26 Subdivision 2: Any municipality which enacts or has enacted laws or ordinances relating to the safety and protection of persons and property is empowered to enforce the laws or ordinances within any manufactured home park, notwithstanding the fact that the park may constitute private property.

8. Marijuana / Tobacco.

Smoking or Vaping marijuana or tobacco inside a Tenant owned home is allowed, but is not allowed in a Park owned home. Outdoor smoking or vaping of marijuana must not disturb any other Resident of the property. Growing of marijuana plants is not allowed outside of a Tenant owned home, and is not allowed inside or outside of a Park owned home. Cigarette butts must be disposed of properly and not left on the ground. Smoking or Vaping marijuana or tobacco at any recreational facility in the Park or in the Storm Shelter is not allowed.

9. Home Maintenance

Homes that are not well maintained will not be allowed to remain in the Park. Homes must have aluminum or fiberglass skirting with two access doors, one on each side in the area of the sewer and water connections. Homes moved into the Park must be skirted within 45 days of installation and must be properly anchored. Homes must not have loose siding, skirting, trim; loose or decayed roofing; broken windows; show signs of rot or decay; have chipped, flaking or badly fading paint. Additions (such as entryways) must adequately match the mobile home with regard to siding, roofing, skirting and paint. Entryways and/or decks may not cover the driveway or block the use of it. Any additions or decks must be approved by the Park before being constructed. All homes must comply with state and local building, electrical and plumbing codes. Any alteration to the home must be approved by the Park – including painting.

Rodent infestation of the Park can best be prevented by placing pesticides under your home periodically, especially in the fall. Home maintenance violations are subject to a fine if not corrected by the due date.

10. Lot Maintenance

Each Lot shall remain under the direct control of the Park. Park Staff is NOT required to obtain permission to enter upon any Lot. Resident must keep Lot in a clean and orderly fashion. No changes or alterations of a Lot may be made without permission from the Park. Garbage and miscellaneous debris must not be left on the Lot. Garbage and recycling containers should be stored on the Lot, out of view from the street, except on collection day when the containers must be curbside. Only orderly wood piles (maximum 3'W x 6'L x 6'H), standard patio furniture, planters and approved lawn ornaments are allowed to be stored outside the home or storage shed. Maintenance violations are subject to a fine if not corrected by the due date.

11. Lawn Care

Resident must keep lawn mowed, raked and weed-free. Gardens and foundation plantings must be kept weed free. Grass must not be allowed to grow taller than four (4) inches in height. Tenant must not allow scrub trees to grow around home or utilities. Do not blow leaves or lawn clippings into the street. Bag up yard waste and request Park Maintenance to pick it up. Animal waste must be removed within eight (8) hours. Fences are not allowed. Some Lots have existing fences that are grandfathered in. No new fences are allowed. Clothes-lines are not allowed. Tenant is not authorized to trim trees. Lawn care violations are subject to a fine if not corrected by the due date.

12. Storage Sheds

Maximum size shed allowed is $12'L \times 12'w \times 8'h$. Location of the storage shed must be approved by the Park prior to installation. Each Lot is allowed one storage shed.

13. Utility Repairs

The Park WILL NOT be responsible for damage to decks, patios, gardens/plants or storage sheds in the event that a water or sewer line is under or near the afore mentioned and must be dug up and repaired.

14. Fire Pits / Recreational Burning

Burning is allowed if it meets the following requirements:

Must be self-contained, i.e. a commercially manufactured fire ring, bowl or chiminea – NO DIGGING HOLES, must not exceed 36" in diameter, flame height must not exceed 30" from the bottom of the fire bowl or ring.

NO BURNING OF TRASH OR TREATED LUMBER, NO BURNING DURING HIGH WINDS, ADULT RESIDENT OF THE LOT MUST SUPERVISE THE FIRE AT ALL TIMES AND MAKE SURE IT IS PROPERLY EXTINGIUSHED.

Please be considerate of your neighboring houses and don't let smoke blow towards their windows or doors. Lots that do not follow these rules will not be allowed to have fires.

15. Garbage Service

The Park provides each lot with one 90 gallon garbage container. Garbage is picked up weekly. Garbage containers must be curbside on pick-up day (Tuesday). Containers must be stored near the home, out of site from the street on all other days of the week. Residents are responsible for any damage to the container. Hazardous or flammable material must be disposed according to State Law. An additional container may be ordered from the Park by a Resident for a fee. Please contact the Park. Bins that are left near the street may be moved by Park Personnel and you will be charged a fee.

16. Recycling

Recycling is not an option – the City charges \$2.00 per Lot, whether you recycle or not. The Park provides one recycling bin per lot. Recycling is picked up every other week.

17. Water - Sewer

- Billing: Residents are billed by the Park for water/sewer usage based upon meter readings. The price per 1000 gallons is equal to the amount the Park is billed by the City of Montrose. Residents must report a meter reading each month by the 15th day of the month. If a reading is not received by the 15th you will be charged a fee of \$25.00. This is NOT a reading fee, your reading will be estimated.
- Meter readings: Report your meter reading ONE of the following ways each month; on the top portion of your monthly statement, write it on a separate piece of paper with your Lot number, or submit it electronically on the Park's Website. The Park keeps all meter readings that have been turned in, so please do not write the reading on your rent check. Because your actual water meter is under your house, a "remote" reader has been attached to your main meter. The remote is what you read each month. It is approximately 3" high and 4" wide and is blue. It is mounted on the side of your house. There are usually 5 dials and 2 stationary zeros to the right of the dials. Your reading should include the stationary zeros.
- Residents are responsible for all water consumption upon each Lot, including water lost by leaks from the point of the meter up. Water meters cannot measure more water than the amount that actually passes through them. If a water meter malfunctions, it can only measure less water than is actually used.
- General Information: Resident is responsible for any sewer clogging in the line from their home to the main. DO NOT FLUSH ANYTHING OTHER THAN TOILET PAPER!

Baby wipes, Kleenex and feminine products will clog the sewer – guaranteed. Pet litter is not flushable, even if the box says it is.

Winterizing: Residents are responsible for any damage (not just freezing) to water meters, stingers and risers. Residents must properly winterize their home to prevent freezing of sewer and water lines. Each riser (the water pipe coming out of the ground) is equipped with a stinger. A stinger is a heating element that the resident must plug into an electrical cord. The stinger will keep the water in the riser from freezing. The stinger must be checked regularly to make sure it is functioning properly. To test your stinger, remove it from the riser and plug it in. It should be warm within seconds. If your stinger is not working, contact the Park for a new one. The Park will give you a new stinger if yours is worn out. The water lines and meter must be protected with heat tape. You should prevent drafts under your home by properly insulating. Even with a heat tape on the lines, drafts can cause them to freeze.

18. Pets

- Each Pet or Service/ESA dog in a Resident owned or Park owned home, and each Pet or Service/ESA cat in a Park owned home must have a Pet Screening ® profile on file with Griffith Properties if brought into the Park after 8/1/2024.
- Any unregistered pet found at a Rental Home, and any unregistered dog found at a privately owned home, will be subject to a \$500 fine.
- Park retains the right to limit the number of pets a Resident may have, and to restrict a resident from having any pets.
- No Resident may have more than 2 dogs, or 3 cats at ANY time.
- No Aggressive Breed Dogs are allowed in the Park. Service/ESA Animals are exempt.
- Any dog, Pet or Service/ESA Animal, regardless of breed, who displays any form of aggressive behavior, at the sole discretion of Park Staff, must be immediately removed from the Park.
- All dogs must be registered with the Park and pay a monthly pet fee of \$4 per dog if in an Tenant owned home, or \$20/month if in a Park owned home. There is no fee for cats in a Tenant owned home. Cat rent in a Park owned home is \$10/month. There are no fees for Service/ESA Animals.
- All dogs must comply with City, County, and State ordinances.

- Pet-sitting non Resident pets is not allowed.
- No Dog or Cat may be outside of the home without a leash.
- Dog/Cat waste must be picked up daily from your Lot, and immediately picked up from any other area.
- Dogs/Cats with fleas or who are otherwise in bad health will not be allowed to remain in the Park.
- Pets are not allowed in any recreational areas.
- Any Dog/Cat that repeatedly runs loose in the Park will be evicted.
- Dogs/Cats will be allowed in the Storm Shelter ONLY if they are in a kennel/pet carrier.
- Tenant owned homes may house other household pets (i.e. ferrets, parrots, etc), but those pets must not be allowed outside of the home. Livestock, including chickens/ducks/pigs/etc are not allowed. Park owned homes do not allow any pet other than Dogs & Cats.
- Each Lot may have one dog kennel, constructed of chain link or pet panel fencing, not to exceed 144 square feet. The placement of the kennel must be pre-approved by Park Staff.

19. Selling Your Home

If you plan to sell your home, and for it to remain in the Park, you should contact Park Maintenance for a simple inspection. You will be notified of any repair items that may need to be completed before the sale. (For example, missing skirting, chipped or badly faded paint, etc.) Any repair items must be completed prior to the transfer of ownership. Before you sell your home to another person, that person(s) must apply for Residency in the Park. Because renting is not allowed, you may sell your home on a "Contract for Title", but it must be a legitimate, legal document. We will require a copy of the Contract, Purchase Agreement and Title of the home in order to approve the sale. All rents and Utilities must be current at the time of the sale.

When planning to move, you must provide the Park with an "Intent to Vacate Notice" 60 days in advance. If you need help selling your home please contact the Park.

20. Renting Your Home

Tenants are not allowed to rent their homes or sub-let their home to another person. You may sell your home on a Contract for Title, but it must be a legitimate sale and the title to the home must be transferred to the new owner.

The Park does allow an immediate family member of the Tenant to be the title holder of the home. For example, the Tenant's parent may purchase the home for the Tenant and be the title holder, without being a resident of the Park.

21. Vehicles

The 10 mile per hour speed limit (State law) and stop signs in the Park will be strictly enforced. Repeated violation of the speed limit or stop signs will result in eviction. Resident will be held responsible for his/her guest's driving habits. Cars and motorcycles must be equipped with regulation mufflers.

Junk vehicles may not be stored in the Park. Only vehicles in legal operating condition, with current license tabs displayed may be in the Park.

A Resident may repair or perform maintenance to a vehicle at their Lot only if the vehicle is registered to that Resident. Vehicle maintenance must not disturb other Residents and may not take more than one day to complete. Repeated vehicle repairs (i.e. buying – fixing – selling) is not allowed in the Park.

22. Parking

Parking is not allowed on the streets. Emergency vehicles cannot get through and snow cannot be plowed. Violators will be towed at the owner's expense. Do not park on lawns or repeatedly drive across them. Snow that is cleared from your driveway may not be put in the street, it must be piled on your Lot. A Resident may use a vacant Lot's parking spaces if the Resident provides the lawn maintenance for that vacant Lot. Use of a vacant Lot's parking spaces is on a first come basis. Over-flow parking is in the Park Office/Maintenance Lot.

23. Snowmobiles/ATVs/Etc

Snowmobiles and ATVs may enter the Park to travel to and from a Lot. ATVs/Golf Carts must travel on paved roads only. Snowmobiles and ATVs may not be ridden recreationally within the Park. The speed limit of 10 MPH and stop signs must be obeyed, all exhaust must be legally muffled.

24. Swimming Pools

You must add the Park as an additional insured on your homeowner's insurance policy and provide a copy to the Park before setting up a swimming pool. Tenant must secure the pool when not in use to prevent access. An adult must be present whenever pool is accessible. Swimming pools are not allowed at Park owned Rental homes.

25. Trampolines

You must add the Park as an additional insured on your homeowner's insurance policy and provide a copy to the Park before setting up a trampoline. Trampolines are not allowed at Park owned Rental homes.

26. Storm Shelter

Prior to anticipated severe weather, the Storm Shelter will be unlocked.

The Park Management, plus 3 other responsible adult residents of the Park, have keys and the authority to unlock the Shelter at any time. Tenants are urged to seek shelter here until the threat of severe weather has passed. Dogs & Cats are allowed in the Storm Shelter if they are contained in a pet carrier/kennel. New Tenant's should familiarize themselves with the location of Storm Shelter. The Storm Shelter is located at the entrance of the park, at the back of the park maintenance building.

