

Community Rules

Hillcrest Community Cooperative

A Resident-Owned
Community

Owned and operated by: Hillcrest Community Cooperative

1. GENERAL RULES AND RESPONSIBILITIES

1) The Cooperative is responsible for:

- All underground utilities, including water, sewer, and gas (unless damaged by the act of a resident or guests);
- Snowplowing of roads;
- Maintenance of roads and common areas- including trees;
- Above ground utility lines, including water, sewer, gas and electric lines, up to the gas meter, the electrical pedestal, and water riser;
- Common buildings: Office, Storm Shelter, and Shop;
- Water and sewer fees from the city of Clarks Grove;
- Enforcing the Community Rules of the co-op;

2) The Cooperative Occupant is responsible for:

- Payment of lot rent on time on the 1st of each month. After the 10th, a late fee of \$10 will be applied if your payment is not received. Rent is only payable by check, money order, or direct deposit.
- Those on fixed incomes may request an alternate payment date, to be approved by the Board of Directors.
- Cash is not acceptable for payment of rent. A returned check fee will be assessed \$35 per check. No re-deposits will be made.
- Blocking of the home for stability, skirting and hook-up to sewer, water, electric, gas, telephone, cable and the maintenance of it.
- Appearance of the home and lots must comply with State, County, and local laws, ordinances and regulations. Regular annual inspection will be done of the lot and exterior of the home. You will be given 30 days notice in writing (as required by Minnesota statute 327c.09 subsection 4) to comply with violation being found, unless you are given written permission for more time which is obtained from the Cooperative. Any violation not corrected within the 30 days allotted, the co-op can send in a crew to do the work and charge back a reasonable rate plus up to \$10 per section 327c.03 subsection 4.
 - a) Display their home numbers on the home in a manner which is clearly visible from road in case of emergency (911)
 - b) Storm doors, windows and screens must be kept in good repair;
 - c) No winter insulation that is visible will be allowed in windows or doors during the following dates: Apr 15- October 1; clear plastic is preferred.
 - d) Any damage to the home or any structure on the lot due to fire, which is beyond repair, must be removed within 60 days of the fire.
- Skirting on the homes must be in good repair and matching the color theme of the home.
- Hitches must be removed when entering or upon re-skirting. Existing hitches must be kept attractively painted and maintained.
- All state or local taxes on the home are the responsibility of the home owner/site occupant. You may not remove or sell home unless all taxes are paid and a receipt of payment is given to the Cooperative Board. Also, a permit to move the home must be obtained from local government.

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) Discharge of firearms, BB guns, archery equipment, paint ball guns, and any other dangerous weapon is strictly prohibited.
- 5) Only fireworks legal in Minnesota are legal in the community. Keep fireworks away from homes, cars and trees. For more information, contact the Minnesota Department of Public Safety.

2. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, per the Bylaws, with two exceptions: (a) Units that are leased before resident purchase are grandfathered in. (b) A family member has an ownership interest in the home and has been given power of attorney rights to represent that home.
- 2) Starting effective with the Cooperative purchase date, all new Hillcrest Community Cooperative residents need to become members of the Cooperative. The Board will be responsible for overseeing this process.
- 3) 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 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement of join the cooperative as a condition of allowing the home to remain in the community. Any homebuyer must comply with the Cooperative's procedure for sale of their home. All new residents must be approved prior to purchasing any home in the community.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident 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 resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

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.

- a) FOR ANY SALE OF HOMES:
 - i) Any sale of a home is subject to the approval by the Cooperative Board or Membership Committee; application for the home must be approved prior to new residents occupying home;
 - ii) A resident selling the home must comply with the disclosure laws laid out in MN Statute 327c.07 Subd. 3a;
 - iii) The Cooperative has the right to inspect the exterior of the home to ensure it complies with preexisting park rules applicable to maintenance of the home;
 - iv) The home is required to comply with any required state and local regulations regarding health and safety.

- v) Change of title and taxes on the home will need to be made current within ten (10) days of sale and a copy of both given to the Cooperative;
- b) FOR REMOVAL OF HOMES:
- i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;
 - ii) A copy of the permit to remove is given to the Board of Directors prior to removal;
 - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
 - iv) Any outbuilding which are not up to City building code, decks, etc. must be removed when resident leaves premises. If not removed, the Cooperative will charge the departing resident for any and all removal charges.
 - v) The homeowner must provide the Cooperative with a copy of proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.
- c) FOR HOMES MOVING 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 homes must be skirted within 30 days of entering the community. No storage will be allowed under the home until it has been properly skirted. Proper ventilation and access to utilities must be provided on whichever side they are located.
 - v) The homeowner must provide the Cooperative with a copy of proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor or the unreasonable use of water, sewer and/or septic to the community are allowed.
- 5) Sewer systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, diapers, non-bathroom tissue or biohazard material. If damages 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.
- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. If using heat tapes, the homeowner is required to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the co-op's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 7) Notify the Board of Directors if there are any additions of occupants in your home that exceeds thirty (30) days. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult Occupant must be screened using the co-op's Criminal Background Criteria.

- 8) 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.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 10) 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 may be cause for immediate eviction and/or expulsion.
- 11) Abuse towards children or other is prohibited. If you are arrested for fighting or abuse of another individual while in the park you may be evicted immediately. This will be subject to the Cooperative Board review.
- 12) Three police calls related to illegal activity within a 12-month period may be cause for eviction.
- 13) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. No loud noise or music between the hours of 10 PM to 8 AM, including generators unless the power is out in the neighborhood.
- 14) Children playing in their own yards should be supervised by an adult or someone over age 12. Children playing in the street should be supervised by an adult. For the safety of all, no playing ball-related sports (baseball, basketball, soccer, etc.) in the street. Please ride bikes with care.
- 15) Children are not to climb any trees within the park.
- 16) Residents or their children caught destroying property will be responsible for repairing damages; any cost related to damages and/or any legal expense related to that damage.
- 17) No dumping of garbage or other items such as furniture, tires, etc. in the community or storage area.

III. BUILDINGS AND STRUCTURES

- 1) Steps, porches, decks, canopies or any other additions, must be approved by the Cooperative Board in writing before installation begins. *Note: Any improvements completed prior to the Cooperative purchase date are grandfathered in, but must comply with City Codes for safety. The proper permits must be obtained by local ordinance. Any future improvements such as additions, storage sheds, canopies, car ports, decks or fences must receive prior written approval.
 - a. Steps: Steps to homes are to comply with City Code. Concrete blocks are not acceptable as stairs.
 - b. Storage sheds: Only two (2) allowed per household and limited to 12 feet by 12 feet. Sheds must be placed in a space designated by the Cooperative Board. Sheds must have a treated floor, be secured or tethered to the ground and the exterior must be in good repair and attractively maintained. The roof must be pitched.

- c. Add-on room and additions: Are all subject to Cooperative Board approval. They must comply with local ordinance and have all proper permits. Any addition must have matching skirting. The Co-op Board has the right to inspect or have inspected any non-conforming additions. If any addition is judged a hazard or an eyesore, it must be removed.
- 2) Disposal or deposit of hazardous or toxic waste is prohibited. No gas, oil, or car fluids may be stored outside on the lot.
- 3) Appliances, large containers, anything related to a motor vehicle may not be left on lot or around the home. Only lawn furniture, a grill, bikes (if in working condition) and small children's outdoor toys are allowed on the lot as long as they are kept neat and picked up nightly.
- 4) Any trampolines or swimming pools must be maintained and in compliance with any applicable provisions in Clarks Grove City Code. Owners of trampolines and/or swimming pools will be liable and responsible for any injuries occurring on or in them. No homeowner may maintain a trampoline or swimming pool without signing a Cooperative waiver of liability form, established and approved by the Cooperative Board, in which the homeowner acknowledges and accepts full legal responsibilities for any injuries sustained by users of the trampoline and/or swimming pool.
- 5) Each resident is responsible for their driveway/parking pad and sidewalk/path in front of their home to keep it clean and free from litter, snow, and grass trimmings.
- 6) Residents are generally responsible for snow removal within a reasonable timeframe.

IV. SITES

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted. Umbrella-type, retractable type or permanent metal pole laundry lines are permitted and should be located to the rear of the house and away from power lines or other potentially dangerous areas.
- 2) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.
- 3) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 4) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 5) Fences may be used for decorative purposes only and no higher than six (6) feet. The Board of Directors has final approval on fences.

- 6) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant!
- 7) Flowers and shrubbery may be arranged to suit occupants, however they may not interfere with any access to infrastructure that the Cooperative will need for maintenance. Any trees, shrubs, sidewalks cannot be removed or added without permission from the Cooperative Board. Before digging, always call Gopher One to locate any utility lines.

V. VEHICLES

- 1) Unregistered and/or inoperable motor vehicles are not allowed in the community. Any vehicle maintenance needs to be performed on a concrete surface. Owner is responsible for proper disposal of any fluids and spills.
- 2) 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. No parking is allowed in front of mailboxes.
- 3) Motorized trail bikes, snowmobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit in the park is ten (10) MPH. Violators will be given a verbal warning, followed by written notice. Failure to comply will lead to law enforcement being contacted.
- 6) Boats, campers, RVs and commercial vehicles may be parked in the driveway or other designated space with the prior written approval of the Board of Directors.
- 7) Tractor trailers are strictly prohibited from parking in the community.

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. Limited to two pets. Proper immunization is responsibility of the homeowner.
- 2) Farm animals, including but not limited to, cows, chickens, horses, sheep, goats, pigs and the like, and wild animals, may not be kept or raised on Cooperative property, either as pets or for any other reason.

- 3) 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, if provided by the co-op insurance company.
- 4) Permitted dogs will either be restricted to their site or on leash. A barking dog may not be left outside for longer than ten minutes.
- 5) All solid waste from pets is to be picked up by the owner immediately and disposed of in the proper manner.
- 6) Residents may apply for an exception to the “VII. Animal section of the Community Rules” by submitting a Request for A Reasonable Accommodation.

VII. REQUESTS FOR REASONABLE ACCOMODATIONS

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

VIII. ATTORNEY’S FEES AND COSTS

In the event 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 and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner’s legal fees. This is justified since the homeowner is a Member of the Cooperative and a partial owner of the Cooperative. 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 Rule, or part of a Rule, be found to be illegal, invalid and/or unenforceable, in whole or in part, by a court of competence jurisdiction or authorized local, state or federal agency, the remaining Rules, or the remaining part of the Rule affected by the invalidity, shall be unaffected and shall remain fully enforceable.

X. LIABILITY AND INDEMNITY

The Homeowner and his or her family members, guests, and invitees (collectively, “the Homeowner”) shall indemnify and hold the Cooperative, its Board of Directors, Members, representatives, and agents (collectively, “the Cooperative”) from any and all liability, loss and damage, including but not limited to, bodily injury, illness, death or property damage which the Cooperative becomes legally obligated to pay, including reasonable attorneys fees and court costs, as a result of claims, demands, judgments or costs against the Cooperative arising out of the Homeowner’s use or occupancy of the Homeowner’s lot or any Cooperative property, including but not limited to, park streets and roads, caused by or arising from the negligence, fault or liability of the Homeowner or third parties, whether such negligence, fault or liability is sole, joint or several. The Homeowner’s indemnification obligation hereunder shall include, but not be limited to, any and all liability, loss and damage arising from (i) the installation, use or maintenance of above ground fuel-storage tanks and any and all hazardous waste claims associated with the same; (ii) the keeping of pet(s) and (iii) the installation, use or maintenance of 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, or electrical lines, in, above, upon or about Homeowner’s lot or Cooperative property. The Cooperative shall not be liable to Homeowner for any liability, loss and damage arising from the acts or omissions, whether negligent or intentional, of other homeowners/occupants, Members, and their family members, guests, and invitees. The Homeowner 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 Homeowner’s improper use thereof. Nothing herein shall be deemed to release the Cooperative from its intentional or grossly negligent acts or omissions.

The Cooperative shall not be responsible for claims or damages that may be caused by the re-entering and taking of possession by the Cooperative of the Homeowner’s lot or house, as the case may be, under these rules and regulations or the laws of the State of Minnesota regarding evictions.

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Total 8 Pages – Approved on 8/23/15

By the Membership

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

Secretary