

Stonegate Cooperative

COMMUNITY RULES AND REGULATIONS

Updated October 27, 2013

1. GENERAL RULES AND RESPONSIBILITIES

I. **The Cooperative is responsible for:**

- a) All underground utilities, including water, sewer, and gas (unless damaged by the act of a resident or guests);
- b) Snowplowing of roads;
- c) Maintenance of roads and common areas - including trees;
- d) Above ground utility lines, including water, sewer, gas and electric lines, up to the gas meter, the electrical pedestal, and water riser;
- e) Common Building/Storm Shelter, including the Mail Area.

II. **The Cooperative member/occupant is responsible for:**

- a) Payment of lot rent on time, on the 1st of each month. On the 6th of the month, a late fee of \$20.00 will be applied if your payment is not received. Rent is only payable by check, cashier's check or money order.
- b) Blocking of the home for stability, skirting and hook-up to sewer, water, electric, gas, telephone, cable and the maintenance of it.
- c) Appearance of the home and lot 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.
 - (1) Display their home numbers on the home in a manner which is clearly visible from road in case of emergency (911)
 - (2) Storm doors, windows and screens must be kept in good repair;
 - (3) No winter insulation that is visible will be allowed in windows or doors during the following dates April 15 through October 1; Clear plastic is preferred.
 - (4) Any damage to the home or any structure on the lot due to fire, which is beyond repair, must be removed within 45 days of the fire.
- d) Skirting on the homes must be in good repair and matching the color theme of the home.
- e) Hitches must be removed when entering or upon re-skirting. Existing hitches must be kept attractively painted and maintained.

- f) 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.
- III. The speed limit in the park is ten (10) MPH.
- IV. Discharge or use of firearms, archery equipment, and any other dangerous weapons is strictly prohibited.
- V. Only fireworks legal in Minnesota are legal in the community. Keep fireworks away from homes, cars and trees. Legal fireworks include items such as sparklers, cones and tubes that emit sparks, and novelty items like snakes, and party poppers. For more information, contact the Minnesota Department of Public Safety.

2. OCCUPANCY

- I. No rentals or sublease arrangements will be allowed, per the Bylaws, with two exceptions: (a) may be owned by a nonprofit organization and leased for a limited time where there are reasonable expectations that the homes will be sold. (2) A family member has an ownership interest in the home and has been given power of attorney rights to represent that home as a co-op member.
- II. Starting effective with the Cooperative purchase date, all new Stonegate residents need to become members of the Cooperative. The board secretary and / or the membership chair, if any, will be responsible for overseeing this process.
- III. Any resident wishing to sell or remove their home must give thirty (30) day written notice of intent to the Cooperative Board of Directors. 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.
 - a) For sale of home:
 - 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; 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;
 - i. The home is required to comply with any required state and local regulations regarding health and safety;
 - ii. 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 are to be paid in full;
 - ii. In addition, a copy of the permit to remove is given to the Cooperative prior to removal;

- iii. The lot is to be cleaned of any trash, debris, and hazards - such as broken stairs, outbuildings in disrepair, broken glass, etc; Lots left with debris may be subject to clean up fees.
 - iv. Any outbuildings which are not up to City building code, decks, etc. must be removed when resident leaves premises. If not removed, the organization will charge the departing resident for any and all removal charges.
- c) FOR HOMES MOVING IN:
- i. The Cooperative Board reserves the right to inspect and view any home before it moves into the community; homes may not be older than 15 years and may be reviewed based on guidelines stipulated by the Cooperative.
 - ii. If required by local, state or federal regulation, the age and condition of the home must first be approved by regulating authority;
 - iii. All homes must be skirted within 30 days of entering the park. 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.
- IV. Any in-home businesses that create additional traffic, noise, or odor to the park must be approved by the Cooperative Board.
 - V. Sewer/plumbing systems are not to be used for disposal of grease, feminine hygiene products, children's toys, rags, non-bathroom tissues or any other items which may clog the line. Any charges related to the repair of the lines due to residents' misuse will be charged back to that homeowner.
 - VI. The occupant is responsible for securing the home's water lines from leakage or freezing, using heat tape or some other method. The homeowner is responsible for all damages caused by failure to maintain water line properly.
 - VII. Any additional occupant staying longer than 30 days must be approved for residency, this includes family members. Visitors staying less than 30 days will not be required to complete the co-op's screening process.
 - VIII. All residents are responsible for the actions of their children (under the age of 18), guest, guest's children and pets. Rules apply to residents, residents' children and residents' guests.
 - IX. Residents are to conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is prohibited.
 - X. THIS IS A DRUG-FREE COMMUNITY! Any sale, use, or giving of illegal drugs to others in the community is prohibited and is cause for IMMEDIATE EVICTION.
 - XI. ABUSE TOWARDS CHILDREN OR OTHERS 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.
 - XII. Three police calls related to illegal activity within a 12-month period may be cause for EVICTION.
 - XIII. NO LOUD NOISE; music should not be heard outside of vehicles or homes between 9:00 pm and 9:00 am; this would also include generators unless the power is out in the neighborhood. Keep noise at a moderate level at all times so as not to disturb the quiet enjoyment of neighbors. Excessive pet noise (i.e. a dog barking for hours at a time, etc.) is a finable offense.

Any resident will be given one written warning to keep noise down. Any other noise after that written warning will trigger a fee of \$50.00.

- XIV. 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 all the safety of all, no playing ball-related sports (baseball, basketball, soccer, etc.) may be played in the street. Please ride bikes with care.
- XV. Residents are prohibited from trespassing on other home sites or vacant lots. Please be respectful of your neighbor's space.
- XVI. Children under the age of 17 will respect all curfews set forth by the City of Lindstrom, which is 10:00 p.m. as of May 2012. Check with the City requirements for any future changes to the curfew.
- XVII. Children are not to climb any trees or boulders within the park.
- XVIII. Residents caught destroying property will be responsible for repairing damages, any cost related to damages and/or any legal expense related to that damage.
- XIX. No dumping of yard waste, garbage or other items such as furniture, tires, etc. in the community or storage area.

3. BUILDINGS, STRUCTURES AND LOTS

- I. 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 Lindstrom 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 Lindstrom 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.
 - d) Clotheslines are 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 of other potentially dangerous areas.
- II. The Cooperative will be responsible for ongoing maintenance of concrete patios constructed by the community owner in front of many of the homes in the community before Cooperative purchase of the community, provided that the concrete patios are not used for the parking of

- cars. The parking of any cars, by the homeowner or his/her guests, on the concrete patio will make maintenance and upkeep of the concrete patio the responsibility of the homeowner.
- III. Residents are responsible for the upkeep and removal of all trash on their lots. Trash should be kept in the appropriate, closed container and be as out of sight as possible.
 - IV. Disposal or deposit of hazardous or toxic waste is prohibited. No gas, oil, or car fluids may be stored outside on the lot.
 - V. 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.
 - VI. Any trampolines or swimming pools must be maintained and in compliance with any applicable provisions in Lindstrom 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.
 - VII. Burning of leaves, furniture and garbage is NOT permitted.
 - VIII. The parameter of each resident's lot is defined as:
 - The entire area in front/back of the trailer, from the street back to the property line;
 - A width equal to one lawn mower strip on the side of the home without main door;
 - The entire area on the main door side of the home, excluding one lawn mower strip.
 - IX. The yard should be trimmed around the front, back and side up to the neighbor's lot (one strip). The lawn should be a maximum of three (3) inches tall. If it becomes necessary for the Cooperative to issue a citation for mowing, trimming or removing of garbage, the resident will be given a 24-hour written notice. If the condition is not remedied, a vendor will perform the required maintenance. Residents will be charged a reasonable amount for services, plus \$10.
 - X. 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. Landscaping also needs to stay within the parameters of your lot (listed in section VII above). Any trees, shrubs, sidewalks cannot be removed or added without permission from the Cooperative Board. Before digging, always call GopherOne to locate any utility lines.
 - XI. 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. Grass, leaves and snow are not to hit neighboring homes and cannot be blown into the street or neighboring yards.
 - XII. Residents are generally responsible for snow removal (right after it is done snowing or the next morning if snow is still falling) from their driveway/parking pad and sidewalk/path. If it becomes necessary for the Cooperative Board to issue a citation for snow removal, the resident will be charged a reasonable rate, plus \$10.
 - XIII. Fences are allowed. All front yard fences must be no taller than 42 inches high, have a gate, be well kept and must be in line with the front of your home. All fences must be in good repair and comply with Lindstrom City Code.

- XIV. Access and space on the storage lot will be on a first come, first serve basis.
- XV. The storage lot should be kept trimmed; it is the responsibility of those storing items to trim around their items.

4. VEHICLES AND PARKING

- I. No parking on the lawn. Please respect your neighbors' lawn and parking area.
- II. Vacant lots may not be used for parking purposes.
- III. Up to three vehicles per driveway/parking pad are allowed. Vehicles need to be up-to-date with registration and operable.
- IV. Only vehicles currently registered with the state, licensed and OPERABLE are allowed in the community or storage lot.
- V. No excessive engine acceleration or revving of engines will be permitted.
- VI. Any improperly parked, inoperable, or not currently licensed vehicle will be in violation of the rules. You will be given 72-hour written notice to fix the problem. If not fixed after such time, it will be towed at owner's expense. Classic cars should be stored neatly and will not be towed as long as they are neatly stored and not in violation of any other rule.
- VII. All vehicles must park in the right direction on the street.
- VIII. ATVs and Snowmobiles must abide by rules of the road and can be parked in the residents' own yard.
- IX. Any vehicles parked on the street need to be moved to allow for snow removal the morning after a snowstorm. Any vehicle not moved will be given 24-hour written notice to move their vehicle. Any vehicle not moved after that time limit WILL BE TOWED AT THE OWNER'S EXPENSE! The resident will remove the snow from where the vehicle was or will be charged to have it removed.
- X. Only minor mechanical repair, such as plugs, tire changes, oil changes etc. are permitted in park. No oil is to be left on street or cement pads and must be cleaned immediately.
- XI. Semi-trucks and commercial vehicles are to be stored/parked in the community storage lot, if space is available. Please be respectful of storage space. Find alternate storage arrangements if necessary.
- XII. There is NO PARKING on ANY street from 11:00 PM – 7:00 AM at any time of the year. Overnight guests/visitors using a motor home should be parked in the resident's driveway so it is not to blocking traffic or emergency vehicle access. The Cooperative considers it vitally important that all streets are kept free of vehicles and reserves the right to have the vehicles removed at the owner's expense.

5. PETS

- I. Domestic pets (dogs or cats) are allowed; a maximum of two small dogs (under 25 pounds) OR 1 cat and 1 dog OR 2 cats. *Note: All pets approved prior to the Cooperative purchase date are grandfathered in.

- II. Breeds or dogs known to be aggressive are not allowed. Any animal that has bitten someone must be immediately removed from the community.
- III. ALL PETS must be on a leash or in a contained/fenced area. Pet owners with pets found running freely will be provided with a verbal, then written warning. If the problem is not remedied you may be subject to a fine of \$25.00 per animal or Animal Control may be called.
- IV. All pets must be registered with the Cooperative and have a photo on file. Residents must fill out pet agreement and abide by the pet policy.
- V. Proper immunization and identification tags are required in accordance with the City of Lindstrom.
- VI. If you should breed your animal, any litters should be distributed to other families within three months (12 weeks) of birth.
- VII. In accordance with Lindstrom city pet ordinance, pets should be quiet at all times.
- VIII. Pet waste needs to be disposed of immediately and properly. No pet should be defecating in other residents' lots.

6. LIABILITY

- I. All residents are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are required to carry homeowner's insurance.
- II. The Cooperative will use all reasonable efforts to contact residents if and when the Cooperative must turn off water service or other utilities in a way that can affect community residents.
- III. The Cooperative shall not be liable for debt or damage for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot. The Cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, sewer, 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 park premises, nor for any damages arising from acts of neglect of co-resident, or other occupants 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.
- IV. Homeowners hereby pledge and agree to indemnify Cooperative and shall hold it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall deem 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.

OFFICIAL RECEIPT OF COMMUNITY RULES FORM

Stonegate Cooperative

I/We _____ hereby acknowledge receipt of a copy of the current Rules of Stonegate Cooperative and hereby certify that I/we understand and commit to following these rules and regulations while living in the Cooperative. I/We understand that these rules may be incorporated into and form part of the terms of my Membership Agreement, Occupancy Agreement or lease and that they may be changed from time to time by vote of Membership of the Cooperative. Violations may form a basis for eviction.

Address: _____

Homeowner:

Signature: _____ Date: _____

Print Name: _____

Adult Occupants:

Signature: _____ Print Name: _____

Witness:

Signature: _____ Print Name: _____

Title: _____