



## Rules and Regulation

A Guide for Residents of  
Casa Village  
Manufactured Home Community

The owner of Casa Village Manufactured Home Community, 24th St. West, Billings MT 59102 (the "COMMUNITY"), has adopted the following rules and regulations ("Rules and Regulations") to provide the COMMUNITY'S residents ("RESIDENTS") a safe, convenient and attractive community in which to live. Most of the Rules and Regulations deal with common sense courtesy, some of them are necessary to comply with the law. All of the Rules and Regulations are intended to promote the convenience safety and welfare of the RESIDENTS and to provide comfortable and pleasant surroundings. RESIDENTS are encouraged to make suggestions on any aspect of COMMUNITY LIFE.

As used herein, the term "MANAGEMENT" means, collectively, HDRS CASA VILLAGE, LLC.

### **A. MANUFACTURED HOMES - QUALITY STANDARDS**

1. The location and installation of all manufactured homes must comply with all applicable governmental laws, codes and regulations.
2. No manufactured home may be moved into the COMMUNITY, or be transferred to a new RESIDENT within the COMMUNITY, unless the size, condition, appearance and design thereof have been approved in writing by MANAGEMENT in accordance with the quality standards set forth in the Rules and Regulations. MANAGEMENT may reject any manufactured home if the same does not meet the reasonable requirements of MANAGEMENT as to its size, condition, appearance, design, location and compatibility with the COMMUNITY and other manufactured homes therein. RESIDENT must install skirting on the manufactured home within thirty (30) days following the setup of the manufactured home on the home site. Such skirting is subject to the prior written approval of MANAGEMENT, which approval will not be unreasonably withheld. The skirting may not be composed of any highly combustible materials may be used for any repair or patch work on the exterior of the manufactured homes or other home site improvements. RESIDENTS are responsible for any damage to other manufactured homes or the COMMUNITY caused by RESIDENT or the mover. Hitches must be removed from the manufactured home within thirty (30) days upon change in ownership and all homes moving into the COMMUNITY.
3. All manufactured homes must continue to meet all applicable laws, codes and regulations as such may be amended from time to time. Under state law, RESIDENT'S tenancy may be terminated for failure of RESIDENT to comply with local ordinances and state laws and regulations relating to manufactured homes, or with these Rules and Regulations.
4. No unauthorized structures may be erected on any home site. Permission to erect any structure must be obtained in writing from MANAGEMENT in advance.

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5. Currently the State of Montana and the City of Billings require permits and approvals for the installation or removal of a manufactured home. These must be obtained by RESIDENT in advance of such installation or removal.
6. No materials or items of any nature may be used to secure the roof of a manufactured home without the prior written approval of MANAGEMENT and the same must be installed in compliance with all applicable laws, codes and regulations.
7. All manufactured homes in the COMMUNITY must be at least twelve(12) feet wide, if older than 15 yrs. Must be approved by MANAGEMENT, vinyl, wood or Masonite siding unless approved by MANAGEMENT in writing. Manufactured homes must be skirted T1-11 or vinyl skirting. Front decks must be a minimum of four (4) feet by six (6) feet and constructed of treated wood or redwood. Back porches must be a minimum of three (3) feet by four (4) feet and constructed of treated wood or redwood. The decks and porches must be installed within thirty (30) days of set up. Rails are required around all decks and steps. Decks and porches must be skirted to match the skirting of the home. NO portable or metal steps are permitted. Upon the sale or transfer of any manufactured home located in the COMMUNITY, excluding transfer to a co-owner pursuant to death or divorce or to a new co-owner pursuant to marriage, or upon any change of the RESIDENT(S) residing in a manufactured home (which change must be approved as set forth in the RESIDENT'S Manufactured Home Site Rental Agreement) MANAGEMENT may require that any such manufactured home not in compliance with the quality standards set forth in these Rules and Regulations be removed from the COMMUNITY. The requirements and approval process for sale or transfer of ownership of a manufactured home are as follows:
  - (A) Resident must notify MANAGEMENT at least thirty (30) days prior to the date upon which they wish to Sell or transfer title of the manufactured home.
  - (B) MANAGEMENT will make an appointment to inspect the manufactured home within five (5) business days after receipt of such notice and give writing, the conditions under which the manufactured home may remain in the COMMUNITY based on the quality standards set forth herein.

**FOR RESIDENT'S PROTECTION, MANAGEMENT'S DETERMINATION UNDER THE PROVISIONS OF THIS RULE SHOULD BE OBTAINED BEFORE THE SALE OF TRANSFER OF RESIDENT'S MANUFACTURED HOME OR ANY PROPOSED CHANGE OF RESIDENTS.**

8. RESIDENT must maintain the exterior of RESIDENT'S manufactured home at RESIDENT'S sole expense in a clean, neat and attractive condition as determined by MANAGEMENT in its discretion.
9. RESIDENT must maintain the inside window coverings with curtains, window blinds or window tint. There is to be NO TIN FOIL, BLANKETS, SHEETS OR PAPER BAGS covering windows at any time.

**B. STORAGE SHEDS**

1. RESIDENT at Resident's expense may construct and maintain in good condition or repair storage shed on RESIDENT'S home site. Sheds must be constructed of wood and sided to match the manufactured home. Metal sheds are NOT permitted. Location of storage sheds must be approved in writing by MANAGEMENT in advance.
2. There may be only one (1) shed to a home site. Management may give written approval in certain cases, in its discretion for an additional shed.
3. There may be no sleeping facilities within the storage shed.
4. All storage sheds must be properly anchored.
5. Any damage caused by storage sheds or the construction or removal shall be the sole responsibility of RESIDENT.
6. Shed size may not exceed ten (10) feet long by ten (10) feet wide by seven (7) feet high.

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### **C. FENCES**

1. Fences are allowed with management approval.

### **D. MAINTENANCE OF HOME SITE**

1. RESIDENT must maintain the home site and all sheds, carports and improvements thereon at RESIDENT'S sole expense in a clean, neat and attractive condition, as determined by MANAGEMENT in its discretion. Individual yard lights must be kept in working condition and light bulbs replaced when necessary. In the event RESIDENT fails to do so, MANAGEMENT, upon fourteen (14) days prior written notice, may take such steps as are necessary to provide the necessary maintenance, and all expenses incurred by MANAGEMENT in so doing must be paid by RESIDENT on the next rental payment date after submission of a statement for such charges by MANAGEMENT TO RESIDENT.
2. All trash, debris, brooms, ladders, firewood, building materials and similar items must be kept within RESIDENT'S storage shed. Trash shall be removed at regularly scheduled intervals as specified by MANAGEMENT, at no cost to RESIDENT. Trash must be placed in containers satisfactory to MANAGEMENT. This subsection applies to reasonable amounts of household trash; REISENT, at RESIDENT'S sole expense, must arrange for the removal of large items.
3. All bicycles, tricycles and toys must be kept in neat order on the home site and stored in RESIDENT'S storage shed when not in use. If any such items are found in vacant home sites or on the streets they may be removed by MANAGEMENT.
4. All lawn, shrubs, trees, fences, paving and other landscaping installed by RESIDENT shall become MANAGEMENT'S property and must remain upon the home site at the termination of RESIDENT'S occupancy, unless RESIDENT obtains MANAGEMENT prior written approval to remove the same. MANAGEMENT MUST approve all home site landscaping plans and any digging, in order to protect underground utility lines, pipes and cables for RESIDENT'S safety.
5. RESIDENT is responsible for the placement and maintenance of heat tape. Heat tape must be operable at all times and applied in a manner to protect RESIDENT'S water line and MANAGEMENT'S water meter and riser to a depth of approximately two (2) feet.

### **E. MOTOR VEHICLES**

1. All drivers must observe speed limits and stop signs as posted within the COMMUNITY.
2. PARKING
  - A. Two (2) vehicles are permitted to each home site within the COMMUNITY. Vehicles must be parked in specific areas as designated by MANAGEMENT. Parking on grass, rock or unpaved areas is prohibited except as otherwise authorized in writing by MANAGEMENT in advance.
  - B. Guest and visitor vehicles must be parked in areas as designated by MANAGEMENT. RESIDENTS are responsible for ensuring that their guests and visitors comply with this requirement.
  - C. No vehicles may be parked in or on common areas except as specifically authorized in writing by MANAGEMENT in advance.
  - D. On street parking is PROHIBITED on ALL STREETS.
  - E. Illegally parked vehicles or vehicles parked in violation of these Rules and Regulations may be removed at the discretion of MANAGEMENT, at the risk and expense of the vehicle's owner.

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- F. Only registered vehicles are allowed within the COMMUNITY. RESIDENTS must register each vehicle kept within the COMMUNITY in the COMMUNITY OFFICE. Vehicles which are mechanically inoperable or without valid current license plates are not allowed within the COMMUNITY.
- G. Only drivers with valid driver's licenses may operate motor vehicles within the COMMUNITY.
- H. No excessively noisy vehicles are allowed within the COMMUNITY.
- I. There may not be no overnight sleeping within the COMMUNITY except within the RESIDENT'S Manufactured home. No overnight sleeping is allowed in any motor vehicle, camper or camping Trailer.
- J. Totters, trucks (other than standard pickup trucks), construction or farm equipment or any type of pull behind trailers (utility, cargo, wagon, etc.) may not be stored, parked or kept within the COMMUNITY. MANAGEMENT may remove any prohibited vehicles from the COMMUNITY IF RESIDENT fails to do so and all expenses incurred by MANAGEMENT in so doing must be paid by RESIDENT with the next rental payment after submission of a statement for such charges by MANAGEMENT to RESIDENT.
- K. Any vehicle which drips oil, gasoline or any other fluid must be repaired immediately by RESIDENT, and any damage caused by such dripping fluid must be cleaned and or repaired by RESIDENT.
- L. The immobilization of any vehicle for major repairing or overhauling is prohibited everywhere within the COMMUNITY unless otherwise authorized in writing by MANAGEMENT in advance. A three bay garage is available between the hours of 8am and 9pm for auto work. Use of the Garage is to be reserved through the office with a \$50.00 security deposit. Vehicles cannot remain in the garage overnight unless prior arrangements are made with MANAGEMENT.
- M. Recreational vehicles and boats kept in the COMMUNITY must be parked in the COMMUNITY storage area designated for these units (to the extent space is available within such storage area) except as otherwise authorized in writing by MANAGEMENT in advance. No person may sleep or live in any type of recreational vehicle with the COMMUNITY, and under no circumstances may a recreational vehicle be attached to water and sewer connections. Recreational vehicles and boats may be stored on RESIDENT'S home site for no more than 24 hours for loading and unloading purposes only.
- N. Any vehicle parked on the streets during a snowfall will be considered a safety hazard. Any such vehicle may be towed at the vehicle owner's risk and expense without prior notice.

## **F. ANIMALS**

1. No animals may be kept in the COMMUNITY except as pets, and then only with the prior written permission of MANAGEMENT. Animals must be inoculated and licensed according to all applicable laws and regulations, and must wear license tags, if required by applicable law. Animals must be leashed or kept within the confines of RESIDENT'S home site. Animals are allowed in common areas of the COMMUNITY only on a leash. Under no circumstances are pets allowed in common areas of the COMMUNITY specifically posted against pets, such as swimming pools, clubhouses and similar facilities as designated by MANAGEMENT.
2. RESIDENT is responsible for the immediate removal of all pet litter from RESIDENTS home site or any other location within the COMMUNITY where lettering has occurred. RESIDENTS are responsible for any damage caused by their animals. No temporary pet sitting or care of animals not owned by RESIDENTS is permitted.
3. Noisy or unruly animals considered dangerous or vicious by MANAGEMENT and animals with respect to which other RESIDENTS file justifiable complaints with MANAGEMENT must be removed from the COMMUNITY. No animal which has been removed from the COMMUNITY under this rule shall thereafter again be permitted within the COMMUNITY without MANAGEMENT'S prior written consent.

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4. Each animal must be registered and identified to an owner in the COMMUNITY office.
5. No animal whose height exceeds eighteen (18) inches at the shoulder at full maturity or over the thirty (30) pound weight limit may be kept in the COMMUNITY.
6. Certain breeds of dogs whose temperament and disposition are generally regarded to be dangerous or vicious are not allowed within the COMMUNITY under any circumstances. This includes but is not limited to Pit bulls, German Shepherds, Rottweilers, Chows, Doberman Pinschers, etc. . . .No more than two(2) dogs or two(2) cats or one (1) dog and one (1) cat may be kept per home site.
7. All pets must be approved by MANAGEMENT in writing before the pet's owner moves into the COMMUNITY OR BEFORE RESIDENT obtains a pet after move-in. Pets belonging to guests must be confined to the applicable RESIDENT'S home site.
8. Pets may not be left outside at night. Pets may not be left outside in the daytime, even in a fenced yard unless someone is home to supervise the pet.

#### **G. TV ANTENNAS**

1. Television antennas, for the purpose of receiving local station reception, may be installed only on the roof of the manufactured home and may not exceed twelve (12) feet in height.
2. Guide wires with respect to any antenna may be attached only to the roof of the manufactured home. Such installation must be in accordance with the requirements of all applicable laws, codes and regulations.
3. Satellite dishes may be installed only on the roof of the manufactured home and may not exceed thirty (30) inches in diameter.

#### **H. CLOTHES LINES**

1. Only collapsible umbrella-type clotheslines are permitted on the home site, and the same must be kept at the rear of the home site and collapsed when not in use.
2. Laundry hung on such clotheslines must be removed as quickly as possible. No articles may be hung on porches or fences.

#### **I. SALE OF MANUFACTURED HOMES**

In the event RESIDENT elects to sell his or her manufactured home, one (1) "For Sale" sign not to exceed a total inches may be installed on the inside of a window or upon the exterior of the manufactured home. No "For Sale" sign may be used without the prior written permission of MANAGEMENT, which permission shall not be unreasonably withheld. No other "For Sale" sign nor any other sign of any nature, whether relating to the sale of the manufactured home or for any purpose, shall be permitted on the home site. RESIDENT ACKNOWLEDGES THAT THE SALE OF THE MANUFACTURED HOME DOES NOT INCLUDE A TRANSFER OF THE HOME SITE TO THE BUYER UNLESS THE BUYER (I) IS APPROVED BY MANAGEMENT AS A RESIDENT IN ACCORDANCE WITH MANAGEMENT'S PRE-QUALIFICATION PROCEDURES AND STANDARDS, (II) SIGNS A MANUFACTURED HOME SITE RENTAL AGREEMENT, AND (III) MEETS ALL OTHER CONDITIONS AND REQUIREMENTS AS SET FORTH IN THESE RULES AND REGULATIONS AND IN THE MANUFACTURED HOME SITE RENTAL AGREEMENT

#### **J. OPEN FIRES, FIREWORKS**

No open fires are allowed within the COMMUNITY (charcoal grills do not constitute open fires for purposes of this Rule). Fireworks are prohibited within the COMMUNITY

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## **K. OUTSIDE CONSTRUCTION**

1. Any construction or repairs other than routine home improvements or yard maintenance must be approved in writing by MANAGEMENT in advance.
2. No construction company may perform any service within the COMMUNITY unless it has reported to the COMMUNITY office for clearance. RESIDENT is responsible for ensuring that all contractors, repair, maintenance and landscaping personnel used by RESIDENT have proper workmen's compensation, automobile, liability and performance bonding insurance coverage.
3. RESIDENT may not, and shall not have the power or authority to, allow the COMMUNITY or any improvements therein to become subject to any mechanics', laborers' or materialmen's liens.
4. RESIDENT should not give instructions to, or make requests of, the COMMUNITY's maintenance personnel.
5. All requests should be made in writing directly to MANAGEMENT.

## **L. NOISE, UNACCEPTABLE CONDUCT**

RESIDENTS must not be unreasonably noisy. Radios, stereos, televisions and conversation must be kept at a level low enough not to disturb any other RESIDENT. Under state law, RESIDENT's tenancy may be terminated for conduct on COMMUNITY premises which constitutes an annoyance to other RESIDENTS or interference with COMMUNITY MANAGEMENT.

## **M. COMMERCIAL ENTERPRISES**

No commercial enterprise or business of any nature may be conducted by RESIDENT in the COMMUNITY without the prior written approval of MANAGEMENT, nor may advertising materials be distributed or posted within the COMMUNITY without MANAGEMENT's prior written approval. This restriction applies to the delivery of handbills of any nature, although MANAGEMENT may distribute written materials to RESIDENTS. However, COMMUNITY recreational and social or news organizations may distribute written materials of a non commercial nature provided such written materials are also given to MANAGEMENT.

## **N. DAMAGE**

Any damage caused by any RESIDENT, or by any visitor, guest, agent or representative of such RESIDENT, or by any of their property (storage shed, TV antenna, etc.) to the person or property of another shall be the sole responsibility of the applicable RESIDENT.

## **O. COMMON AREA DECORUM & CONDUCT**

MANAGEMENT has established separate rules and guidelines for behavior and conduct of RESIDENTS, visitors and guests within common areas such as swimming pools, clubhouses and recreation facilities. These rules and guidelines are posted in each common area where they are applicable, and may be changed from time to time by MANAGEMENT. MANAGEMENT will undertake to make the common areas and recreational facilities of the COMMUNITY conveniently available and open to RESIDENTS at reasonable times. RESIDENT is responsible for the behavior and conduct of all minor children residing with or visiting RESIDENT, and for the conduct of RESIDENT's visitors and guests. Repeated or serious violations of rules and guidelines applicable to common areas by RESIDENTS, their children, visitors or guests are grounds for eviction or for denial of use of that facility to such RESIDENTS, their children, visitors or guests, at the discretion of MANAGEMENT. Violation of any applicable laws or regulations within common areas of the COMMUNITY shall also constitute grounds for eviction.

**P. UTILITY & WATER REGULATIONS**

MANAGEMENT may establish and post separate rules governing utilities and the use of water within the COMMUNITY. These rules may be changed as necessary from time to time as utility laws and prices change and as the availability and permitted uses of water change. MANAGEMENT will make reasonable efforts to give RESIDENTS advance notice of changes in utility and sewer fees, rates and regulations.

**Q. PREQUALIFICATION OF PROSPECTIVE RESIDENTS**

Applicants for COMMUNITY residency are required to complete a rental application and obtain MANAGEMENT's prior written approval to become a resident of the COMMUNITY. Any person occupying a manufactured home within the COMMUNITY for more than fourteen (14) days within a six (6) month period shall be deemed an applicant for COMMUNITY residency and must comply with said qualification requirements. RESIDENT may not sublet RESIDENT's manufactured home or home site or assign RESIDENT's interest under RESIDENT's Manufactured Home Site Rental Agreement without MANAGEMENT's prior written approval, and any such sublease or assignment entered into without MANAGEMENT's prior written approval shall be null and void.

**R. CONDUCT OF CHILDREN**

RESIDENTS with minor children must supervise the outside play and conduct of such minor children so as not to disturb or annoy any other RESIDENTS. Repeated or serious failure of a RESIDENT to supervise the conduct of such RESIDENT's minor children under this rule will be grounds for eviction.

**S. GUESTS & VISITORS**

RESIDENTS are responsible for the conduct of their guests and visitors, and any violation of these Rules and Regulations by a guest or visitor of any RESIDENT shall be deemed a violation of such Rules and Regulations by the RESIDENT

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**T. OCCUPANCY**

No manufactured home may remain unoccupied by a RESIDENT for longer than thirty (30) days without the prior written approval of MANAGEMENT.

**U. OTHER AGREEMENTS**

ALL AGREEMENTS BETWEEN MANAGEMENT AND RESIDENT MUST BE IN WRITING.

**RESIDENT'S CERTIFICATE**

*I/We have received copies of and have read and fully understand the Manufactured Home Site Rental Agreement and these Rules and Regulations, and agree to abide by all provisions thereof. I/We understand that any breach of the Manufactured Home Site Rental Agreement or of these Rules and Regulations by me/us, members of my/our family or my/our guests or visitors may result in the termination of my/our tenancy, in accordance with applicable law. I/We agree that, should any such matter be referred to an attorney for legal action, the I/we shall be liable for legal costs incurred by MANAGEMENT, including reasonable attorney's fees.*

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Date

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Resident's Signature

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Date

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Resident's Signature

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Date

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Resident's Signature

HDRS Casa Village, LLC

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Date: \_\_\_\_\_