

Park Plaza Cooperative

COMMUNITY RULES AND REGULATIONS

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I. GENERAL RULES AND RESPONSIBILITIES

A. Cooperative Responsibilities

- I. **Utilities** - All underground utilities, including water, sewer, and gas (unless damaged by the act of a resident);
- II. **Snowplowing**;
- III. **Common Area Maintenance** – Including roads and trees;
- IV. **Utilities** - Above ground utility lines, including water, sewer, gas and electric lines, up to and including the natural gas meter, the electrical pedestal, and water riser.

B. Member Responsibilities

- V. **Lot Rent** - 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.
- VI. **Blocking of Home** - And hook-up to sewer, water, electric, gas, telephone, cable and the maintenance of it.
- VII. **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 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 through its Management Agent. Any violation not corrected within the 30 days allotted, Management 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;
 - (4) Any damage to the home or any structure on the lot due to fire, which is beyond repair, must be removed.
- VIII. **Skirting** - Must be in good repair and matching the color theme of the home.
- IX. **Hitches** - Must be removed when entering or upon re-skirting. Existing hitches must be kept attractively painted and maintained.
- X. **All State and Local Taxes** - 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 Management Agent. Also, a permit to move the home must be obtained from local government and a copy of that will also need to be given to Management Agent.
- XI. **Speed Limit** - In the park is five (5) MPH.
- XII. **Prohibited Weapons** - Discharge or use of firearms, archery equipment, and any other dangerous weapons is strictly prohibited. Use of BB guns on Co-op property is not allowed.
- XIII. **Fireworks** - 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 MN Department of Public Safety. Residents must clean up area and street following use of fireworks.

II. OCCUPANCY

- I. **No rentals or Sublease Arrangements** - Not allowed, with one exception: with Board approval, homes may be owned by a nonprofit organization and leased for a limited time where there are reasonable expectations that the homes will be sold.
- II. **Membership Required** - Starting effective with the Cooperative purchase date, all new Park Plaza 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. **Notice of Sale, Removal or Move-In** - Any resident wishing to sell or remove their home must give thirty (30) day written notice of intent to Management Agent.
 - 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 sent to the Management Agent and 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, through its Management Agent, 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's Management Agent;
 - b) For removal of a home:
 - 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 Management Agent 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.
 - iv. Any outbuilding, 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 home moving in:
 - i. The Cooperative Board and Management Agent reserves the right to inspect and view any home before it moves into the community; Homes may not be older than 15-20 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. **Home Business** - 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. **Water Line Security** - 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. **Guest Restrictions** - Any additional occupant staying longer than 30 days must be approved for residency.
- VIII. **Children's Actions** - 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. **Peaceful Conduct** - Residents are to conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is prohibited.
- X. **Offensive Signage** – Offensive signage or exterior ornaments are prohibited. (Added Nov. 2014)
- XI. **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.
- XII. **Physical Abuse** - 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.
- XIII. **Noise Restrictions** - NO LOUD NOISE BETWEEN THE HOURS OF 10:00 PM AND 8:00 AM, including generators unless the power is out in the neighborhood. Keep noise at a moderate level so as not to disturb the quiet enjoyment of neighbors.
- XI. **Child Supervision** - 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 children's safety, avoid playing ball-related sports (baseball, basketball, soccer, etc.) in the street. Please ride bikes with care.
- XII. **Trespassing** - Residents are prohibited from trespassing on other home sites or vacant lots.
- XIII. **Curfew** - Children under the age of 18 will respect all curfews set forth by the City of Fridley; *Children under the age of 15:* 10:00 p.m. Sunday through Thursday and 11:00 p.m. Friday and Saturday
Children ages 16-17: 11:00 p.m. Sunday through Thursday and 12:01 a.m. Saturday and Sunday

- XIV. **Children Climbing** - Children are not to climb any trees or boulders within the park.
- XV. **Destruction of Property** - Residents caught destroying property will be responsible for repairing damages, any cost related to damages and/or any legal expense related to that damage.

III. BUILDINGS, STRUCTURES AND LOTS

- I. **Steps, Porches, Decks, Canopies, Additions** - Must be approved by the Cooperative Board through its Management Agent in writing before installation begins. *Note: Any improvements completed prior to the Cooperative purchase date are grandfathered in, but must comply with Fridley 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 Fridley City Code. Concrete blocks are not acceptable as stairs.
 - b) **Storage sheds:** Only two (2) allowed per household and limited to 10 feet by 12 feet. Sheds must be placed in a space designated by the Cooperative Board and communicated by its Management Agent. 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 and Management approval. They must comply with local ordinance and have all proper permits. Any addition must have matching skirting. Management 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.
 - e) **Fences.** In addition to complying with Fridley City Code, all fences must be constructed in a way that allows unobstructed access to any neighboring units' stairs and doorways. Fencing cannot reach within 3 feet of the neighboring home unless you have a special needs child; fences cannot be locked.
- II. **Trash** - 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. Open recycling containers are not allowed outdoors.
- III. **Hazardous Waste** - Disposal or deposit of hazardous or toxic waste is prohibited. No gas, oil, or car fluids may be stored outside on the lot.
- IV. **Appliances, Motor Vehicles** - Appliances, indoor furniture, 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.
- V. **Trampolines, Pools** – Trampolines and swimming pools are not allowed, unless residents obtain approval from the Board of Directors. Permission for use of trampolines and pools will not be approved by the Board unless the resident meets **all three** of the following criteria:

- a) Resident must appear before the board prior to any purchase, installation, and/or use of the pool or trampoline.
 - b) Resident must provide proof of adequate insurance coverage for the use of the pool or trampoline;
 - c) Resident must sign a liability waiver 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. Trampolines and pools must be maintained and in compliance with any applicable provisions in Fridley City Code.
- VI. **Burning** - Burning of leaves and garbage is NOT permitted. No outdoor fire pits may be used.
- VII. **Yard Maintenance** - The yard should be trimmed around the front, back and side up to the neighbor's lot. The lawn should be a maximum of three 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, the Cooperative's Contractors/Vendors will perform the required maintenance. Cost of service will be added to resident's monthly rent invoice. No application of pesticides or herbicides will be permitted within Co-op property.
- VIII. **Yard Debris & Storage** – Residents must keep their yards (front, back, and sides) free of debris and clutter. There must be an appropriate radius for maintenance personnel to access the homes' electrical and other maintenance accessories. If you are in compliance, the Co-op may issue a citation. If you do not comply within 30 days of the citation, the Co-op may clean up your yard for you and charge you for clean-up costs plus a fee of \$10.
- IX. **Ornamentals** - 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 Management Agent. Before digging, always call Gopher OneCall to locate any utility lines.
- X. **Parking Pad** - 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.
- XI. **Snow Removal** - 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.
- XII. **Fences** - Fences are allowed. All front yard fences must be no taller than 4 feet 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 Fridley City Code.

IV. VEHICLES AND PARKING

- I. **Parking** - No parking on the lawn.
- II. **Must be Operable** - Only vehicles currently registered, licensed and OPERABLE are allowed in the community.
- III. **Vehicles Allowed** - Each household/lot is allowed three (3) vehicles, provided the vehicles conform to all other restrictions listed in this section.
- IV. **Violations** - 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.

- V. **Parking Direction** - All vehicles must park in the right direction on the street.
- VI. **Snow Removal** - 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. Two hour parking is available on Fireside Drive if you need to move your vehicle for snow plowing in the park.
- VII. **If Out of Town** - Each resident needs to make arrangement if out of town to have vehicle moved off the street.
- VIII. **Respect for Neighbor** - Please respect your neighbors' lawn and parking area.
- IX. **Vehicle Repairs** – No outside vehicle maintenance will be permitted within Co-op property.
- X. **Other Vehicles** - Well-kept boats, campers, trailers, mini-bikes, go-carts or snowmobiles are allowed to be stored in the community in an orderly fashion and if space is available.

V. ANIMALS & PETS

- I. **Number of Pets** - 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. **Dog Licensing** - All dog owners in the Cooperative must adhere to all relevant City Codes (101.5-101.9), including Dog Licensing City Code Section 101.5.1 which reads: "No person shall own, keep or harbor any dog over the age of six (6) months within the City unless they have registered and received a dog license from the City. A license shall be issued by the City upon the completion of an application and proof of rabies vaccination. The licenses shall be valid for the life of the dog and is transferable to a new owner, provided notice of the transfer is provided to the city Clerk pursuant to this chapter."
- III. **Breed Restrictions** - Breeds or dogs known to be aggressive are not allowed. Any animal that has bitten a person or another animal must be immediately removed from the community. Underlined was added November 4, 2017.
- IV. **Leashed and Fenced** - ALL PETS must be on a leash no longer than 4 feet or contained in a 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.
- V. **Pet Agreement** - All pets must be registered with the Cooperative office and have a photo on file. Residents must fill out **Pet Agreement** and abide by the pet policy.
- VI. **Immunization** - Proper immunization and identification tags are required in accordance with the City of Fridley;
- VII. **Breeding Animals** - If you should breed your animal, any litters should be distributed to other families within three months (12 weeks) of birth.
- VIII. **Quiet Time** - In accordance with Fridley city pet ordinance, pets should be quiet at all times.
- IX. **Confinement** – When a resident is not home, pets must be confined to the resident's home.

- X. **Pet Waste** – Pet waste must be disposed of immediately and properly. Pets are not allowed to defecate in other residents’ lots. Failure to abide by the pet waste rules will result in a \$25.00 fine per occurrence.
- XI. **Farm Animals** – farm animals, including but not limited to cows, chickens, horses, sheeps, 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. (Rule added on November 4, 2017).
- XII. **Reasonable Accommodation** – residents may apply for an exception to the V. Animal & Pets section of the Community Rules by submitting a Request for A Reasonable Accommodation. (Rule added on November 4, 2017)

VI. REQUESTS FOR REASONABLE ACCOMMODATIONS

- I. Where the situation warrants, residents may apply for an exception to the 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. (This section added on November 4, 2017)

VII. LIABILITY

- I. **Resident Liability** - 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. **Notice of Utility Disruption** - 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. **Cooperative Liability** - 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. **Cooperative Indemnity** - 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.

VIII. SEVERABILITY

- I. 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. (This section added on November 4, 2017).

Certificate of Secretary of Park Plaza Cooperative

The undersigned, being the duly qualified and acting Secretary of Park Plaza Cooperative, hereby certifies that the attached copy of the Community Rules of Park Plaza Cooperative is a full, true and correct copy, as now in effect, that said document was duly adopted by the members of Park Plaza Cooperative at an Annual Member meeting held on November 4, 2017, and that these Park Rules have not been amended since that date.

Bobby McGuire, Secretary, Park Plaza Cooperative

_____ Dated: _____

OFFICIAL RECEIPT OF COMMUNITY RULES FORM

Park Plaza Cooperative

I/We hereby acknowledge receipt of a copy of the current Rules of Park Plaza 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 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.

_____ (DATE) _____ (TIME) _____ (DAY)

Address: _____

Lot satisfactory checked by : _____ (as needed)

Homeowner:

Signature: _____ Date: _____

Print Name: _____

Adult Occupants:

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Witness:

Signature: _____ Date: _____

Print Name: _____

Title: _____