

LEISURE VILLAGE – RULES AND REGULATIONS

GENERAL INFORMATION

OFFICE HOURS:

Monday through Friday....9:00 am to 5:00 pm

Our website is leisurevillage-helena.com and our email address is leisurevillage@bresnan.net

Checks can be mailed to Leisure Village 2901 Herrin Rd Helena, MT 59602 or deposited in the 'Rent Drop Box' located at the front of the office. Management can be reached at 227-5700.

UTILITIES: Electricity and gas service is provided by Northwestern Energy, at 1-888-467-2669. Office hours are 8am to 5pm. Deposit varies and tenant must be home for installation.

HOME AND AUTO REGISTRATION AND LICENSE TAGS: These are purchased at the City County Building, 316 N Park Ave. 443-1010 from 8am to 5pm. Tax receipts and titles are required for mobile registration; owner's certificate of registration is required for car license.

VOTER REGISTRATON: The election department is located in the Clerk and Recorder's Office, City County Building, 316 N Park Ave. The voting registration telephone number is 443-1010. You may register 30 days before elections. Residency requirement for state elections is one year. For county and city elections, please check with the City County office listed above.

EMERGENCY TELEPHONE NUMBERS:

- LEISURE VILLAGE OFFICE.....227-5700
- COUNTY SHERIFF – EMERGENCY 911.....442-7883
- FIRE DEPARTMENT – EMERGENCY 911.....447-8472
- AMBULANCE.....441-9111
- ELECTRIC AND GAS COMPANY.....1-888-467-2669

ENFORCEMENT OF RULES AND REGULATIONS

Management enforcement of the rules and regulations are a major part of the duties and obligations to the park residents. Ignorance of a rule cannot be accepted as an excuse for its violation. The rules and regulations are subject to change and residents will be notified of the changes in writing. The first and second notice will be sent to the resident indicating which rules have been violated. If a third notice is given, the resident's lease will be terminated for cause. Management has the sole judgment of such action.

COMMUNICATION

To foster the harmonious environment which we are striving to create, it is essential that communications be two ways. We are always willing to talk about and strive to correct any problems, and to assist you in bringing to our attention ways in which we may do a better job of management, or in which we can improve life at Leisure Village.

GENERAL RULES AND REGULATIONS

1. Management has the right to approve or reject applications for tenancy.
2. Management has the right to approve or reject a mobile home because of its size, age, condition or appearance.
3. Rent is due and payable on the 1st of each month and is considered delinquent on the 6th of each month. A late charge of \$50.00 will be charged on the 6th. All late fees and violation fees will be paid first and foremost. Remaining funds will be applied to rent. If this leaves rent short, a late fee will be imposed.
4. A \$30.00 handling fee will be charged on all returned checks, and only a cashier's check or a money order will be accepted at that point.
5. Any violation of any Leisure Village Rules or Regulations is subject to a fine of \$50.00 per occurrence. (With the exception of the Firework's fine of \$100.00).
6. **FIREWORKS ARE NOT ALLOWED IN LEISURE VILLAGE AT ANYTIME.** They are dangerous, cause a disturbance and are a fire hazard. A fine of \$100.00 per occurrence for violation of this rule will be assessed.
7. Loud parties, excessive volume of radios, TV's, or musical instruments will not be allowed. All residents of Leisure Village should be able to enjoy their home without the disruption of loud noise from neighbors. This rule applies to all residents, their children, and any guests.
8. Disorderly conduct that results in the disruption of the rights of tenants their visitors and/or Management to the peaceful enjoyment of their home environment and use of the premise, or threatens their health or safety will not be tolerated.
9. Drunkenness or boisterous conduct will not be tolerated.
10. Leisure Village Management shall maintain the sole right to determine if and when Rules 7, 8, and 9 are violated.
11. Residents shall be held liable for any damage to buildings, grounds, or leased premises if such damage is due to their negligence, children, or guests.
12. Children must play in their own yard or designated play areas. There is a curfew in Leisure Village. All persons under age 18 years of age must be off the streets and at their place of residence no later than 10 pm unless accompanied by an Adult.

13. No resident, their children, or guests, are permitted to enter any other residents yard unless invited.
14. There is no soliciting allowed without written permission of Management.

REQUIREMENTS TO MOVE INTO LEISURE VILLAGE

1. All applicants age 18 or older must complete an application. There is a \$55.00 processing fee for each application which includes a background and credit check.(this fee is subject to change)
2. All applicants must be pre-approved prior to moving into Leisure Village.
3. Once approved, the new tenants must sign a Rental Agreement and pay all deposits with the first month's rent.
4. There is a \$150.00 security deposit (refundable with proper notice)
5. There is a \$100.00 dog deposit
6. We will also require a copy of the title or a copy of the buy-sell.
7. All homes must be pre-approved by Management and cannot be more than 15 years in age.
8. Homes must be parked on the lot as directed by the Leisure Village Manager.
9. All homes shall have approved skirting installed and trailer hitch removed or covered within 30 days after arrival. Material used to be limited to metal, masonry, or newer products as approved by Management.
10. Sewer connections are to be made with rigid pipe only and with all fittings cemented.
11. Water connections must include installation of SHUT-OFF VALVES immediately above the thermoline. Heat tapes and thermal heating rod must be plugged in for winter operation. **(This is the tenant's responsibility)** The cost of repair to damaged water connections due to tenant's negligence will be billed to the tenant.

REQUIREMENTS TO MOVE OUT OF LEISURE VILLAGE

1. We will need a written notice of your intent to move at least 30 days prior to your move. This letter must include a forwarding address for us to return your deposit. Security Deposits are subject to forfeiture if you fail to give a 30 day notice of your intent to move.
2. Your security deposit will be returned to you within 30 days from the time you leave the park providing the premises and items such as storage shed, patio, utility connections, and any borrowed equipment are returned in a condition that is not worse than is expected from normal usage. All keys that belong to Leisure Village must be returned.
3. No refunds will be made for a partial month's occupancy. However, if proper notification is given (30 day notice), it is possible to prorate your rent to the date of your departure.

REQUIREMENTS IF SELLING YOUR HOME, AND IF IT IS TO REMAIN IN LEISURE VILLAGE

1. Due to requirements on homes in the park, you must obtain permission from Management for your home to remain in Leisure Village.
2. There is no sub-letting, renting, rent to own, or lease with option to purchase allowed in the park. If your home has been approved to stay in the park, you must outright sell or have a buy-sell contract. This contract must include a clause that defaults the contract if rent is more than two (2) months late, or the new tenants fail to follow park rules and regulations with proper notification.
3. If selling on a contract both parties must sign the Rental Agreement. If any notices are sent, they will be sent to both the buyer and seller.
4. New buyers occupying existing homes in the park **MUST** have prior approval or they will be required to remove the home from Leisure Village. (Please see: **REQUIREMENTS TO MOVE INTO LEISURE VILLAGE**)

MOBILE HOME SITES

1. Mobile Home sites shall remain under direct control of Management.
2. Mobile home parks, of necessity, contain extensive underground facilities, and it could be extremely dangerous to dig anywhere on your lot. Any digging must have prior approval from Management and tenant must contact locator service (800-424-5555) prior to digging. Tenants are responsible for damages if these rules are not followed.
3. You must keep your lot clean and neat. Only standard patio furniture and BBQ's can be stored outside.
4. Tree trimming and pruning of shrubs belonging to the park will be left to Management.
5. Residents may fence their lots, but only with the approval of Management and only with chain link fencing. Management will mark the boundary corners of your lot once you have the materials and are ready to install your fencing.
6. Residents shall be responsible for the maintenance of lawns, including mowing, weed eating, fertilizing and watering. Yards are to be watered at least twice a week, and mowed once a week. Set the height of mower to a minimum of 2 ½ - 3 inches. The taller grass will help maintain a moist root area for the grasses and will require less water. Tenants are required to keep their lawn free of weeds. You can fertilize your yard with a weed and feed product, or we recommend fertilizing and using a spray broad leaf herbicide (weed killer). This should be done by mid June.

7. In the event that a tenant repeatedly neglects to water or mow their lawn, that tenant will receive a 14 day notice. If this issue is not corrected Management or an outside agent will mow/water lawn, and a fine of \$50.00 will be charged to that tenant (for each occurrence)
8. Moving a home to a different lot in the park is permitted. However, such transfer would have to be approved by Management. All costs of the move must be paid for by the resident; this will include moving the mobile home, landscaping, cleanup, and wages for any assistance from Leisure Village employees.

ALTERNATE WATERING

1. In order to ensure adequate domestic water supply and the capability of irrigation, an alternating lawn watering schedule is established. Your cooperation is necessary to improve the water pressure and yet satisfy the irrigation needs of all tenants.
2. Even numbered street addresses will water on even numbered days. Likewise, odd numbered addresses will water on odd numbered days. All automatic systems must adhere to this schedule.
3. You may water anytime between 7 am to 10 pm on your scheduled days. You may hand water flowers and plants daily.
4. The Common Areas of the park will be watered by Management after 10pm and prior to 7am with some exceptions.
5. Hoses without sprinklers for lawn watering will not be permitted as this wastes water and drops water pressure in the distribution system.
6. Management will observe watering practices as to time period allocated. Any hoses/sprinklers running at times not designated will be removed by Management.

EXTERIOR MOBILE HOME RESTRICTIONS

1. Management, with the cooperation of the residents, assumes responsibility for the total appearance of Leisure Village.
2. Windows and window treatments must not detract from the exterior appearance of the mobile home. Plywood, metal, cardboard, insulation, and other such materials that, at the discretion of Management, detract from the appearance of the mobile home shall not be used over windows or as window treatments.
3. Painting of the exterior of your home is not permitted until the color is approved by Management. Acceptable colors will generally be in the range of white through earth tones. Non compliance may be cause for eviction.
4. No additions, awnings, carports, garages, structures, or fences, may be built unless first approved in writing by Management. If approved, they may not be removed without written permission.

5. No outside antennas or satellite dishes are permitted, unless approved by Management.

SWIMMING POOL AND HOT TUB

1. Children under age 12 must be accompanied by an adult. You must be at least 18 years of age to use the Hot Tub.
2. THERE IS NO LIFEGUARD ON DUTY. Parents shall not permit children under 12 to swim without strict supervision.
3. SWIM AT YOUR OWN RISK: Management is not responsible for any injury in the pool or recreation area.
4. No food, alcohol, glass containers, or smoking is allowed on the pool deck or the recreation building. You may bring water in a plastic bottle or cup.
5. No smoking within 50 feet of the common buildings.
6. Only swimwear is allowed in the pool or hot tub. (no cotton clothing) You may wear nylon type shorts.
7. Pool hours and any other regulation changes will be posted at the office, in the pool building, and on the website.

AUTOMOBILES AND PARKING

1. Residents and their visitors are required to park in their own driveways.
2. In keeping with FIRE DEPARTMENT standards, congestion in the streets must be held to a minimum. Parking on the street is limited to two (2) hours on any one day
3. Parking on the street is not permitted between 10pm and 8am. Do not drive on or park any part of a vehicle on the grass at any time. At no time may vehicles be parked so they to block the FIRE LANES or restrict the flow of traffic.
4. **Vehicles parked on the street at night and/or on the lawn at any time will be assessed a \$50.00 fine for each occurrence.**
5. We have overflow parking areas that are intended for guests and homes with more than two (2) drivers. Any vehicle not moved in 72 hours may be towed at the owner's expense.
6. Management will allow residents to park in the parking pads on any vacant lot, but this will only be allowed for 72 hour parking. Any vehicle not moved in 72 hours may be towed at the owner's expense.
7. Vehicles that are unregistered, inoperable, abandoned, disassembled, have flat tires, or severely damaged are not permitted in Leisure Village. Violations of these rules will result in the vehicle(s) being towed at the owner's expense.
8. Excessive noise of cars, car stereos, trucks, motorcycles will not be tolerated.

9. **The speed limit in the park is set at 10 miles per hour** for your safety and the safety of others. Everyone must observe the speed limit at all times. All vehicles will at all times yield the right of way to pedestrians and bicycles.
10. Vehicles that have oil leaks must be repaired immediately or removed from the park as oil can damage the asphalt or concrete surface. Damage to the asphalt and subsequent repair will be charged to the tenant.
11. Washing of cars, trucks, or other vehicles is prohibited.
12. No mechanical repairs that take over twenty four (24) hours will be allowed.
13. **No Off-Road Vehicles of any kind are allowed on Leisure Village roadways.**

RECREATIONAL VEHICLES

1. No boats, travel trailers, or un-mounted campers are allowed at your space.
2. There will only be one (1) space issued per household. This item must be registered in the office, and must be identified by a tag showing the name and space number of registered tenant. Each item must have current licensing, and must be in operable condition. The stored item cannot be used as a storage unit. In the event that there is not a space available, your name may be put on a waiting list. You must make arrangements for storage outside Leisure Village until a space becomes available. space.

GUESTS

1. Guests shall be the responsibility of the resident visited. Guests shall be subject to the same rules as the residents. Guests may not occupy a resident's home in his/her absence without prior approval of Leisure Village Management.
2. Non-Adult visitors of park residents must be supervised by an adult host at all times while in the park.
3. Residents must pay the damage caused by their children or guests.

PETS

Violation of any of the following rules; will be cause for you to give up your pet, or remove your home from Leisure Village.

1. **You must obtain permission to keep a house pet in the park; there will be no exceptions.** There is a non-refundable dog deposit of \$100.00.
2. **All pets are required to be licensed and vaccinated, in adherence with the Lewis and Clark County dog control Ordinance.**
3. **All pets, vaccination records, and licensing, must be registered with the office.**

4. No dogs are permitted larger than fifteen (15) inches at the front shoulder. No more than two (2) small pets per household, (2 dogs, 2 cats, 1 dog/1cat)
5. No dog kennels or dog houses are permitted. Pets must be on a leash if not in a fenced yard.
6. Barking dogs will not be tolerated. If your pet causes any disturbance to your neighbors, your permission to keep the pet may be revoked.
7. Any person keeping a dog larger than permitted, or keeping more pets in number than permitted, is subject to a fifty dollar (\$50.00) fine for each week during which the violation continues.
8. If your pets are running loose within the park the resident will be charged \$50.00 for each occurrence. Under no circumstances shall pets invade the privacy of any other home site, flower beds, shrubs, etc...
9. Any animal tied or left outside with no water or shade will be cause for notice and possible eviction.
10. **No pets are allowed in any of the Community Buildings** (even if carried in your arms)
The only pets allowed will be in compliance with the ADA requirements.
11. All feces in your yard must be picked up and placed in the trash daily. If you are walking your dog anywhere in the park, you must carry a plastic bag and pick up the feces. Management reserves the right to fine a pet's owner up to \$50.00 for any infraction. There will be no exceptions to this rule under any circumstances.

REFUSE DISPOSAL

1. Every resident of the park has a responsibility for helping keep the park clean and neat at all times. The proper disposal of refuse and garbage is extremely important.
2. All garbage must be wrapped or placed in closed bags and kept in a storage shed or garbage bin with a lid. These tied bags should be taken to the street for pick up just prior to 8am on collection day. **We will not pick up garbage cans.** Garbage cans can be used but only to store throughout the week. Tuesday of each week is the usual collection day. Any changes will be posted at the mailbox area.
3. You can dispose of Tires/Refrigerators/Appliances. There is a fee for tires (without rims) and Freon removal for Refrigerators/Freezers. These fees must be paid in advance at the office.

