



849 South Main – Dickinson, ND 58601 701-227-0579 office 701-227-3524 fax

RULES AND REGULATIONS

Welcome to Heartland Village. We want your neighborhood to be pleasant and safe and these Rules and Regulations (“Rules”) will help to accomplish this if all Tenants keep them in mind. We ask for your full cooperation in complying with and helping Heartland Village’s management (“Management”) enforce these Rules for the benefit of all Tenants. We appreciate having you as Tenants and thank you in advance for helping us make Heartland Village a great place to live. **Management reserves the right to amend or modify these Rules at any time and without prior notice.** Capitalized term(s) used and not otherwise defined herein shall have the meaning assigned to such term(s) in your Rental Agreement with Heartland Village Inc. (“Heartland”).

- **SMOKING.** Smoking is prohibited in all rental properties at all times. Violation of this Rule may result, in the sole and absolute discretion of Management, in immediate termination of your Rental Agreement and, if necessary, the commencement of eviction proceedings against you.
- **RENT.** Rent is due and payable promptly on or before the first day of each month. In addition to the provisions in your Rental Agreement, the following conditions specifically apply:
 1. **Removal.** If you are renting a lot, all rents and other charges due must be paid in full before moving a home out of the rental park.
 2. **Termination.** Any violation of these Rules will have a significant adverse impact on Heartland Village and its residents and will be deemed to be a violation of a material term of your Rental Agreement, which is grounds for eviction pursuant to North Dakota law.
- **EVICITION PROCEDURES.** If Management chooses to terminate your Rental Agreement for cause prior to the expiration of your current term because you have failed to make one or more timely Rental Payments or breached another material term of your Rental Agreement (including these Rules), Management has established the procedures and timelines set forth below with respect to the termination and, if necessary, eviction process.
 1. **Notice of Default.** If you are in violation of a material term of your Rental Agreement, which violation may be cured, or if your Rental Payment is not received **on or before the 5th day after such sum is due**, you will receive a Notice of Default of the terms of your Rental Agreement and Landlord may commence eviction proceedings against you as provided by law.
 2. **Notice of Termination and Eviction.** If you are in violation of a material term of your Rental Agreement that Management determines cannot be cured, or if you receive a Notice of Default described above and you do not timely cure the stated violation, Landlord shall commence eviction proceedings against you.
 3. **Judicial Eviction.** If you do not vacate the Property or, if your default was with respect to the payment of any Rental Payment, if you do not pay all amounts due within the 3-day period, Heartland will commence a legal action against you to recover possession of the rental Property and to seek a judgment against you for damages for each day the Property is unlawfully detained by you, as well as other recoverable costs and fees, including attorney fees and court costs. Any judgment against you could also result in a notation of such eviction on your credit record.
- **PARKING & VEHICLES.** Each lot has 2 off-street parking spaces. Parking on the grass is strictly prohibited.

Parking violations are considered a violation of your lease and may be subject to fines.

- **VEHICLES.** All vehicles must: a) be in running order, b) have current, valid license plates and insurance, and c) be registered to a Tenant. All persons operating motor vehicles in the rental park must have a valid current driver’s license. Four-wheelers, dirt bikes, scooters, and other unlicensed motorized vehicles are not allowed on the streets or empty lots of Heartland Village. All violators

By initialing this page Tenant certifies that he/she has read & understands & agrees to abide by the terms & conditions set forth herein. ___ ___ ___



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will be subject to one warning notice. The second violation will be deemed a material breach of the Rental Agreement, which is a ground for immediate termination.

1. **Repair.** No vehicles may be left on blocks or stored for future repair. Repair or maintenance on any motorized vehicle, including motorcycles, motorbikes, snowmobiles, or similar vehicles, is not permitted in the rental park. Broken down, flat-tired, severely damaged, and/or unregistered vehicles will be towed at the owner's expense after 3-days' notice.
 2. **RVs, Etc.** Boats, campers, trailers, and/or other recreational vehicles may not be parked on the street and may be parked on the lot only if they occupy one of the two assigned parking spaces. All recreational vehicles must belong to a registered Tenant and have current registration.
 3. **Additional Parking.** Tenants needing more parking spaces must contact Management. Parking on a "vacant" lot's parking pad is not allowed without permission from Management.
 4. **Weight Limit.** Vehicles over one ton are not allowed in the rental park. Snowmobiles, ATVs, or similar recreational vehicles may not be operated in Heartland Village. Motorcycles are permitted in the rental park only as a means of transportation and must be muffled, operated within the rental park's speed limit, and must be licensed and registered as a motor vehicle.
 5. **Speed Limit.** The safety of our residents and visitors is of utmost importance. A maximum speed **of 15 miles per hour** is permitted in Heartland Village.
 6. **Commercial Vehicles.** Commercial vehicles of any kind are not permitted on any lot at any time except vehicles owned by a Tenant that do not exceed the one-ton limit.
 7. **Fees for Parking and Vehicle Violations.** *Violations for any of the above parking and vehicle rules may be subject to fines and or fees, which may include vehicle(s) being towed at the owner's expense.*
- **MAINTENANCE OF HOMES.** Tenants are responsible for keeping their homes in good repair, attractively maintained, and in compliance with all applicable laws, ordinances, and regulations of the city and state.
1. **Neglect.** In the event Management finds that maintenance of a Tenant's home has been neglected, the Tenant will be notified in writing and given sufficient time in which to complete the necessary repairs or be subject to termination.
 2. **Skirting.** Homeowners who rent lots have 30 days after moving into Heartland Village to skirt their home. Prior to skirting, Tenants must submit information to Management regarding the materials and how they will be applied. Please do not commence skirting until approval has been obtained.
 3. **Hitches.** Removable hitches must be removed at the time of set up. Non-removable hitches must be skirted or concealed in a method approved by Management.
 4. **Location, Set Up and Tear Down.** The specific location of a home on a lot and the type of set up used (blocking and other home location conditions) must be approved by Management prior to the arrival of the home. Positioning or removal of a home must be approved by and scheduled with Management in advance.
 5. **Accessory Structures, Attachments, and Additions.** All entryways, porches, enclosures, awnings, carports, decks, or other attachments must comply with state and local building requirements, and must have the written approval of Management before construction or alteration.
 6. **Winterizing.** All Tenants are responsible for winterizing their homes. Management recommends completing installation of heat tape and insulation by September 15th. Any frozen water lines will be repaired at the Tenant's expense.
 7. **Tie Downs.** By city code, tie downs are required on all homes and sheds.



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8. **Repair Requests.** All repair requests are to be submitted to the office at 849 S Main, Dickinson, ND 58601. Failure to maintain the yard, home, or any other improvement or structure, or failure to comply with these Rules will result in Management having the work performed on Tenant's behalf and charging Tenant the actual cost of materials plus labor billed at no less than the current market rate.
 9. **Alterations/Improvements.** Tenants shall not make alterations or improvements, including fences, decks, porches, sheds, etc., to the rental property without the prior written consent of Management. To the extent any alterations or improvements are made with Management's prior written consent, they shall remain with the property upon termination of the tenancy unless otherwise agreed in writing by Management and Tenant. Any and all alterations and/or improvements made to the property in violation of this Rule shall, at Management's option, become the property of Heartland or be removed at the Tenant's expense upon termination of the tenancy.
- **MAINTENANCE OF LOT.** Tenants are to maintain the inside and outside of the Property in a neat, clean, healthy, and safe condition.
1. **Yard and Lawn.** Tenants are responsible for keeping their lawns mowed, watered, raked, fertilized, and free of weeds. Trees and shrubs, whether planted by Tenant or Management, shall not be removed. Management must approve any changes the Tenant desires to make. Storage of materials of any kind on the lot is not allowed. Cars, trailers, boats, other vehicles, appliances, or items other than lawn furniture, are not permitted on the lawn area, deck, or patio.
 2. **Garbage.** Garbage/household trash is to be stored in appropriate containers and emptied on a weekly basis. Pick up is early Friday mornings. One garbage container is supplied for each home; additional containers may be obtained from Landlord for an additional fee. Garbage containers are to be set out next to the street on Thursday nights and must be removed as soon as possible on Friday mornings. If your container spills for any reason, you are responsible to clean it up as soon as discovered. Containers(s) must be stored at the rear of the lot out of street view. Failure to follow these Rules may result in additional charges, including:
 - a) If you fail to remove and properly store your garbage container from the street before 10:00 pm on the day the garbage is collected, you will be charged a fee of \$10.00 for each day the garbage container remains on the street.
 - b) If Management observes garbage elsewhere on the rental property and/or garbage is left on the Property after a Tenant vacates, the Tenant will be given a 3-day notice to remove such garbage and will be charged a \$35.00 fee. If the garbage is not removed within those 3 days, Management will arrange for its removal on Tenant's behalf and the Tenant will be charged \$75 per hour for its removal in addition to a \$200.00 dumping fee.
 3. **Gardens.** Gardens are permitted for each Tenant's personal use. Please notify Management of location prior to tilling. Gardens may be up to 20' x 20' in size and must be cared for and cleared of debris and stubble each fall. Compost piles are not allowed.
 4. **Items & Debris.** Toys, boxes, lawn equipment, and bikes must be stored in a place that is hidden from street view. No other items are to be stored outside.
 5. **Snow Removal.** Tenants are responsible for removing snow from their parking pad and access to it. Management will clear the roads only if snow is over 6 inches deep in the travel lane.
 6. **Accessory Structures.** No structure may be erected on a lot without prior approval of the plan, placement, materials, and color by Management. In addition, the erection of any approved structure must be completed within the time period specified by Management.



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7. **Fences.** A yard may be fenced after all plans, materials, and specifications are approved by Management and any/all city permits have been obtained. The Tenant is responsible for maintaining any fence in good repair. Generally, only the back part of a lot may be fenced. Portable chain-link pet fences will be allowed with Management's approval of the size and placement on the lot.
 8. **Antennas.** Antennas shall be limited to small satellite dishes. Wiring is to be fastened down, with no excess wire hanging or on the ground.
 9. **Recreational Equipment.** Permanent recreational equipment such as swing sets, sandboxes, or trampolines must be located in the rear half of the yard. Movable equipment must be stored out of sight when not in use.
 10. **Fees for Failure to Maintain Lot.** In the event a Tenant does not comply with the requirements set forth in this section entitled "Maintenance of Lot", Heartland Village may take any necessary actions to ensure that the Tenant's Lot complies with the provisions set forth herein and shall charge Tenant, and Tenant agrees to pay Heartland Village, a fee of up to \$75.00 per hour to bring the Tenant's Lot into compliance, as well as any additional cost incurred by Heartland Village as a result thereof.
- **PETS.** Pets are strictly prohibited in rental homes. Pets may be approved to live in the park for lot renters. Lot renters who wish to keep a pet in the park must get prior approval through Heartland Village and must sign a pet addendum to their rental agreement to be kept on file with the Landlord.
1. **Local Laws.** Tenant shall keep and maintain any pet in accordance with all state and local laws and regulations.
 2. **Containment.** Pets must be contained within Tenant's yard or on a leash at all times. Tenants may purchase portable chain link fences for containment on their lot with Landlord's approval. Landlord will contact the proper authorities to attend to and/or remove any pet permitted to roam freely and Tenant will be responsible for any cost or expense associated therewith.
 3. **Nuisance.** Any pet left unattended may be removed if it is reported as ill-behaved and/or a nuisance to other residents. If a pet otherwise creates a nuisance for another tenant, Tenant will receive a written warning of violation of the Tenant's Rental Agreement. Following the issuance of a warning, Tenant may be required to remove the pet from Heartland Village and/or the Tenant's Rental Agreement may be terminated.
 4. **Access.** Tenant must provide safe access to the Tenant's lot for purposes of water meter reading (if applicable), for maintenance of utility lines and water/sewer pipes, and in case of emergency. Current contact information is to be maintained at all times should Landlord need to access Tenant's lot and pet(s) make it unsafe to do so. Landlord may enter the Property at any time and without prior notice if Landlord has reason to believe that any pet has been left alone on the Property and either (i) is creating a disturbance or (ii) an emergency situation exists with respect to such pet. If such entry is required, Landlord may make any appropriate arrangements with respect to the care of the pet, including the pet's removal. Any cost incurred by Landlord for this reason shall be billed directly to Tenant.
 5. **Nighttime.** Pets must be inside Tenant's home by dark every night. Pets found outside after dark may be treated as strays and may be removed.
 6. **Waste.** Tenants are responsible for disposing of pet's waste inside Tenant's yard. Yards must be kept free of pet waste and litter.
 7. **Pest Control.** Tenant agrees to control flea infestation and will exterminate if necessary and/or upon Landlord's demand at Tenant's sole cost and expense.



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8. **Common Areas.** Tenants are solely responsible for the behavior of their pets and for disposing of pet waste anywhere in Heartland Village, including all streets and parks that the pet may have access to. Pets must be leashed and accompanied at all times when outside Tenant's yard.

➤ **CONDUCT AND PUBLIC LAWS.** Each Tenant is responsible for the conduct of all persons included on the Tenant's Rental Agreement as well as any and all persons within Heartland Village at Tenant's request and/or with Tenant's permission.

1. **Noise.** The playing of radios, stereos, musical instruments, or other noise-making equipment, the sound of which carries past the limits of your home, is prohibited.
2. **Behavior.** Annoying, harassing, and threatening behavior, and any other behavior that results in the interference of another Tenant's peaceful enjoyment of their residency at Heartland Village, is strictly prohibited. Any violation of this policy is grounds for immediate lease termination and/or an individual's right or privilege to remain on Heartland Village property.
3. **Dependents.** Tenants are fully responsible for the supervision, safety, and well-being of their dependents.
4. **Inspections.** Management may enter any home and/or lot for the purpose of inspecting the same and completing any maintenance or repair deemed necessary to protect the home, lot, or infrastructure. A 24-hour notice will be given except in the case of an emergency, in which case as much notice as possible will be given.
5. **Information.** Tenants must keep **ALL** contact information current with Management, including mailing address, and phone number. All changes to occupancy must be immediately reported and approved.
6. **Laws.** Tenants shall comply with all federal, state, and local laws, ordinances, and regulations.
7. **Trespass.** Trespassing through other home sites is prohibited.
8. **Use.** All lots/homes are for single-family, residential use. Any commercial use is prohibited.
9. **Damages.** Damage or vandalism to Heartland Village property, common areas, or the property of Heartland Village personnel, tenants, guests, or visitors is a crime. Tampering with utilities, signs, or buildings is cause for legal action.

➤ **RENTAL OR SALE OF HOMES.**

1. **Rental.** Home owners in Heartland Village wishing to rent their home to one or more third parties and thereby sublet their lot rental must advise all potential lot subtenants that they must be approved in advance by Management after completing Heartland's rental application and submitting to a background check. Home owners must submit the proposed subtenant's contact information and a non-refundable background check fee to Management for prior approval and Management expressly reserves the right to reject any such prospective subtenant for any reason. All subtenants must be informed of their responsibilities to Heartland as defined in Tenant's rental agreement, and be supplied with a copy of the Park Rules and Regulations, including a Pet Addendum, if applicable. Lot rent, utilities, and maintenance remain the responsibility of the homeowner. Any such rental arrangements shall comply with all Heartland Village policies, including but not limited to occupancy limitations.

If these procedures are not followed and/or any subtenant violates any term of the Rental Agreement between Heartland and the homeowner, including these Rules. Management may terminate the Rental Agreement and, if necessary, commence an eviction action against the homeowner and any subtenant(s), resulting in the removal of the home from Heartland Village.

2. **Sale.** Home owners wishing to sell their home must notify Management 30 days prior to offering the home for sale, during which period of time Management will determine whether the home may remain in Heartland Village or whether the Tenant must remove the home. If Management notifies the Tenant that the home may remain in Heartland Village, such Tenant must



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advise any potential purchaser that he/she must complete Heartland's rental application, be approved by Management, enter into a written Rental Agreement with Heartland and pay all fees and deposits before the lot can be rented to a new home owner. Tenants selling their homes must provide Management with a copy of the paid tax receipt for any sheds, additions, etc., as well as a copy of the notarized bill of sale and title transferring ownership of the home.

Management expressly reserves the right to reject any prospective purchaser and to require the home to be removed immediately upon sale to an unapproved party. If a purchaser does not receive Management's approval, enter into a written rental agreement with Heartland, and otherwise follow the procedures set forth above before the home is purchased, the purchaser may be evicted, the home may be removed from Heartland Village, and Heartland may pursue additional legal remedies against the prior Tenant/seller for breach of the Rental Agreement, all at the prior Tenant/seller's expense.

3. **Termination/Removal.** When a Tenant who has voluntarily terminated his/her tenancy is required to remove his/her home from the rental park, such removal shall not be deemed an eviction of the departing Tenant. Heartland rents to the Tenant, not to the home, and has no obligation to permit a home to remain on a lot following the termination of a tenancy.

➤ **LIABILITY.** Heartland and its employees, agents, contractors, directors, officers, and/or successors or assigns are not responsible for accidents, injuries, or loss caused by Tenants or third parties or due to fire, theft, wind, flood or other acts of nature which are beyond their control. Tenants are responsible for all accidents, injuries, or losses caused or occurring on Heartland Village property or property appurtenant thereto caused or resulting from their actions or negligence, as well as the actions or negligence of all of all Unapproved Occupants and tenants' invitees, guests, and/or visitors. **Any violation of a Rental Agreement term, including these Rules, will be prima facie evidence of intentional misconduct.**