

BY-LAWS OF ALL PARKS ALLIANCE FOR CHANGE

ARTICLE I. OFFICES: CORPORATE SEAL

Section 1. Registered Office. The registered office of All Parks Alliance for Change (hereafter, APAC) shall be set forth in the Articles of Incorporation.

Section 2. Corporate Seal. APAC shall have no corporate seal.

ARTICLE II. PURPOSE

Section 1. The primary purpose of this organization is educational. This organization will provide an effective voice for the low to moderate income manufactured home owners to express their needs and concerns in the community. Through action and communication, this organization will serve as a vehicle to promote meaningful social change and to improve the quality of life in manufactured home parks. This organization will also work to promote the Health, Safety, and Welfare of the residents and address tissues affecting the quality of their housing.

ARTICLE III. SERVICE AREA

Section 1. APAC conducts its organizing activities in the nine county Minneapolis-St. Paul metropolitan area: Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, Sherburne, Washington, and Wright counties. APAC chapters may be formed from this service area.

APAC's Board of Directors may establish new chapters or dissolve existing chapters as it deems appropriate. APAC's Board of Directors may approve organizing activities beyond this designated area for special exceptions.

ARTICLE IV. MEMBERSHIP

Section 1. APAC is a membership organization of manufactured home park residents. Membership dues shall be established by the Board. No one shall be excluded from membership because of an inability to pay dues.

Section 2. Voting on all issues before APAC is members only. No proxy vote or absentee votes are allowed.

Section 3. No members shall have a conflict of interest by owning or being employed by a for profit manufactured home park.

ARTICLE V.

CHAPTERS

- Section 1. APAC is an organization of chapters which are formed for the purpose of participating in APAC and addressing local issues and which receive APAC staff and other resource support. Chapters of at-large members may be formed to participate in boarder APAC issues.
- Section 2. The APAC Board has the sole authority to form APAC chapters, define chapter boundaries, allocate staff and other resources, and approve fundraising and expenditures.
- Section 3. Chapters have the sole authority to make all decisions of a chapter - including the number and titles of steering committee members, local issues and programs. The Steering Committee shall be comprised of members of their local chapter.
- Section 4. Chapters shall operate autonomously in funding and leadership from other organizations.

ARTICLE VI.

THE BOARD

- Section 1. The Board shall be composed of representative(s) from each APAC chapter. These representative(s) shall be elected by and from the Chapter Steering Committee.
- Section 2. The term of office for the APAC Board member shall run concurrently with the fiscal year of the organization. Renewal for Board membership will be reviewed annually.
- Section 3. The Board shall determine the number of representative(s) per chapter. The total number of APAC Board members shall not exceed sixteen at one time.
- Section 4. The total number of at-large Board members shall not exceed 20%.

ARTICLE VII.

POWERS – THE BOARD

- Section 1. The Board shall have general charge and control of the affairs, funds, and property of this organization. This includes, but is not limited to the authority to:
- 1) Adopt the operating budget of the organization and to approve expenditures and fundraising.

- 2) Authorize programs to be undertaken and to approve public statements of policy or position by APAC.
- 3) Establish and appoint all necessary committees to carry out programs.
- 4) Provide procedures for the daily operations of the organization.
- 5) Employ, and if necessary, terminate the employment of the Executive Director.
- 6) Initiate and ratify the impeachment procedures of any elected officer and delegate to the Board for given causes.
- 7) Establish a newsletter as the designated publication of APAC.

## ARTICLE VIII

### EXECUTIVE OFFICERS

Section 1. The APAC Board shall elect at its first meeting of the fiscal year four of the Board members to the offices of President, Vice-President, Secretary, and Treasurer.

Section 2. The duties of the President shall be as follows:

- 1) To preside at all meetings of the Board and any special membership meetings.
- 2) To appoint committee chairperson with approval of the Board.
- 3) To perform all other properly delegated duties.
- 4) To maintain regular contact with the Executive Director, on a weekly basis if possible, to receive reports or updates on APAC business and activities.

Section 3. The duties of the Vice-President shall be as follows:

- 1) To take over for the President in case of absence or inability to perform normal duties and succeed to the presidency should the President resign for any reason.
- 2) To assist the President in the performance of his/her duties.
- 3) To perform all other duties which should be properly delegated to the Vice-President from time to time.

Section 4. The duties of the Secretary shall be as follows:

- 1) To keep all minutes of the Board, Convention, and Executive Committee meetings.
- 2) To maintain files for these minutes, making them available to any members at any time.
- 3) To read and submit minutes of the previous meeting for approval at each of the above mentioned meeting.
- 4) To perform all other properly delegated duties.

Section 5. The duties of the Treasurer shall be as follows:

- 1) To keep accurate records of all moneys of the organization received.
- 2) To render to the President, Board, Convention, and Executive Committee an account of all his/her transactions as treasurer and of the financial condition of the organization.
- 3) To act as chairperson or co-chairperson of the APAC finance committee, and so coordinate all fundraising activities for APAC.

Section 6. Impeachment

Any APAC member or officer who violates the by-laws of APAC, as last amended and approved by the membership, or policies of APAC, that have been stated before and approved by the membership, in such a way as can be deemed detrimental to the organization as a whole, can be impeached by APAC.

The decision to impeach a member or officer will be made by the Board of APAC after a fair hearing, subject to Robert's Rules of Order, and duly approved policies of APAC.

Section 7. Compensation

Elected Officers shall not receive compensation for their services as officers. Members may be reimbursed mileage for travel to and from APAC functions, with the approval of the Treasurer and if funds are available, at a mileage rate determined by the Board.

Section 8. The Executive Officers may meet between Board meetings to carry out any necessary Board business.

Section 9. Disbursement of Funds

The Executive Officers and the Executive Director shall have the authority to disburse funds as ordered by the Board. Any disbursement shall require two signatures.

## ARTICLE IX. RULES OF ORDER

Section 1. 30% of Board members, in good standing, must be present at any Board meeting before voting or business can take place.

Section 2. Resignation of Board members or Executive Officers should be by written notice to the Secretary of APAC, with resignation effective immediately thereafter. The Board may hold a special election to fill the vacated seat of Vice-President, Secretary, or Treasurer.

Section 3. The meeting and proceedings of APAC shall be regulated and controlled according to Robert's Rules of Order (as revised) for parliamentary procedure. In cases where these by-laws and Robert's Rules conflict, APAC by-laws will prevail.

ARTICLE X. BOOKS AND RECORDS: FISCAL YEAR

Section 1. The Board of APAC shall cause to be kept at the registered office of APAC, originals or copies of the following:

- 1) A membership register, giving the names and addresses of members.
- 2) Records of all proceedings of members and officers.
- 3) A complete accounting record of the membership dues, billings, and payments.
- 4) By-laws of the organization and all amendments thereto, policies, and procedures.

ARTICLE XI. ENDORSEMENTS

APAC will not publicly endorse programs or positions of any organization or individuals except in cases where APAC is working on the same or similar issue.

ARTICLE XII. NON-DISCRIMINATION

The terms and conditions of the Constitution and By-laws will be applied equally to all citizens of the State of Minnesota, without regard to race, color, creed, national origin, sex, age, or disability.

ARTICLE XIII. AMENDMENTS

These By-laws may be amended by the membership, provided that thirty (30) days notice of a motion to amend is given, and that two-thirds (2/3) of the voting members present at the announced membership meeting (s) vote in favor of the proposed amendment.

## ARDMORE EXPENSES

### MILEAGE

Roundtrip= 52.2 miles

52.2 miles x 3 trips= 156.6 miles total

156.6 miles x \$.32/ miles= \$50.11

**\$50.11 total mileage expenses**

### POSTAGE

339 lots x \$.37= \$125.43 per mailing

\$125.43 x 3 mailings= \$326.29

**\$326.29 total postal expenses**

### WASTED STAFF TIME (Jess, Ned, and temp worker)

4/15/03 Jess Luce: 2 hours x \$13.54/hour= \$27.08

Ned Moore: 2 hours x \$13.54/hour= \$27.08

= \$54.16 day one total

Day Two Jess Luce: 1.25 hours x \$13.54/hour= \$16.93

Ned Moore: 1.25 hours x \$13.54/hour= \$16.93

= \$33.85 day two total

6/11 Ned Moore 3.75 hours x 13.54/hour= \$50.78

= \$50.78 day three total

Temp worker (mailing) 5 hours x \$15/hour= \$75

= \$75 temp worker

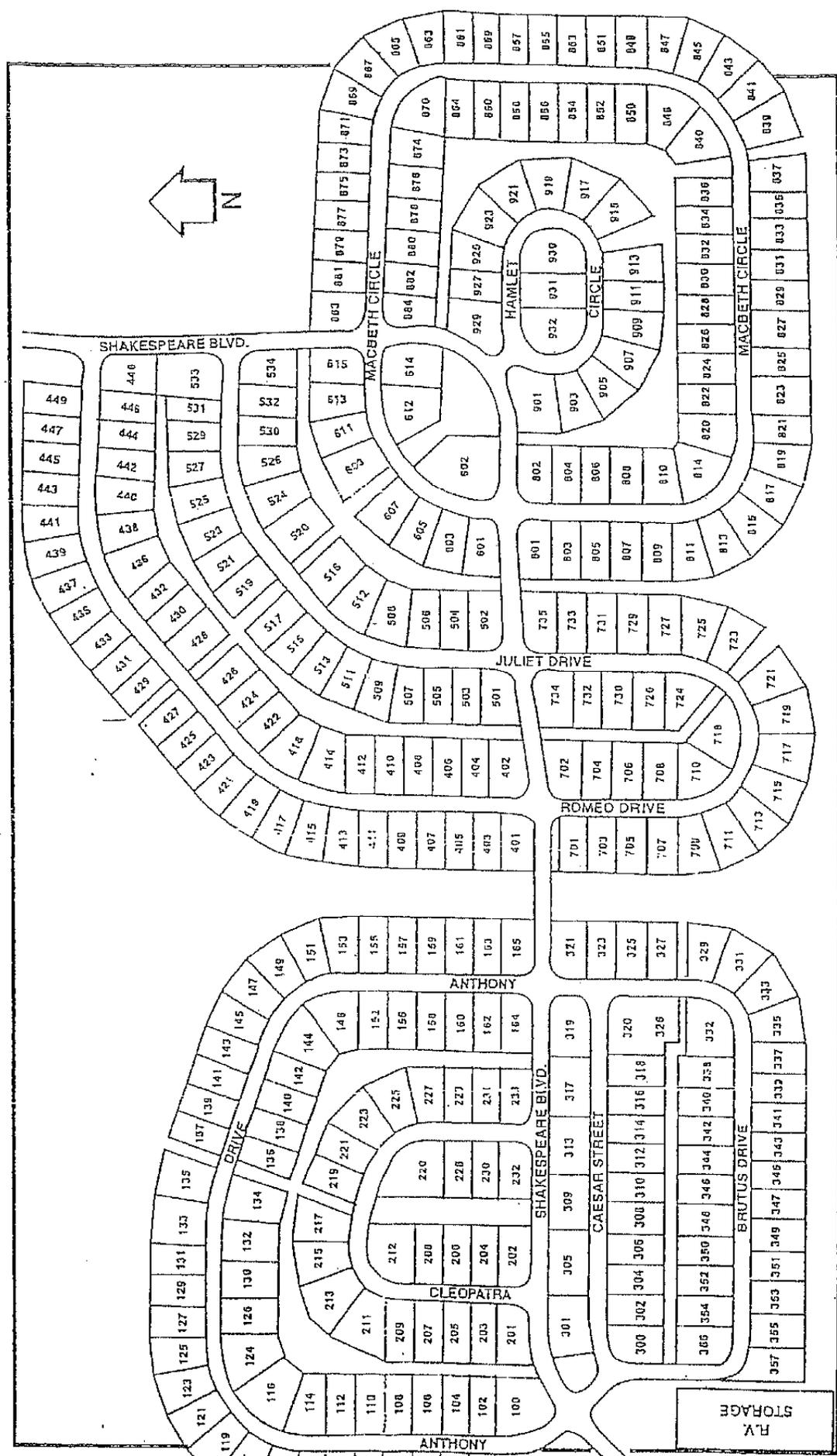
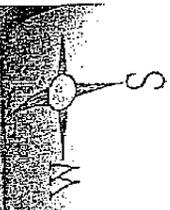
Day One (\$54.16) + Day Two (\$33.85) + Day Three (\$50.78) + Temp worker (\$75) = \$213.79

**\$213.79 total wasted staff time**

### GRAND TOTAL

Mileage (\$50.11) + Postage (\$326.29) + Wasted Staff Time (\$213.79)= \$590.19

**\$590.16 TOTAL EXPENSES**



# APAC

## ALL PARKS ALLIANCE FOR CHANGE

### What is APAC?

We are a member based, non-profit organization of manufactured home park residents. Our members and board of directors are all park residents. We do not represent park ownership, management, developers or the INS.

### What does APAC do?

- Statewide Hotline— We answer questions from residents on evictions, compliance notices, rules, rule changes, rent increases, and much more. We can also refer people to other services, such as legal aid, mediation, county programs, etc.
- Lobbying— We lobby at the state capitol for better protection for residents of manufactured home parks.
- Organizing— When we receive a lot of calls from a particular park, we consider holding a workshop to inform residents of their rights and organize a legal resident's association.
- Cooperatives— We are working to establish the first resident owned and operated manufactured home park in Minnesota. See below for more information.

### How can I get involved?

If you have an issue that you need help with, call us! If you would like to become a member or volunteer your time, please call our office and ask about opportunities.

### Manufactured Home Park Cooperative

#### What is a cooperative?

A manufactured home park cooperative is a park owned by the residents.

#### How would this affect me?

If you and your neighbors purchased your park as a cooperative, you would write the lease and rules, decide when maintenance would be done, control "rent" increases, and solve all other park issues.

#### How can I afford this?

You would have a monthly assessment rather than paying "rent" because you are no longer renting, you are an owner of the park. Your monthly assessment would be about the same amount as what you already pay in rent. Your share in the cooperative would gain equity and could be resold when you decide to move.

#### How can I find out more?

For information or immediate assistance, call APAC at 651-644-5525.

### Questions?

Call APAC!!

651-644-5525

Sponsored by: Initiative Foundation & Antioch Company/Central MN Community Foundation

ALL PARKS ALLIANCE FOR CHANGE

2395 UNIVERSITY AVENUE WEST, SUITE 302

ST. PAUL, MN 55114

PHONE: 651-644-5525

FAX: 651-523-0173

EMAIL: APAC@MTN.ORG

# Attention Ardmore Residents!!

- ❖ Do you feel any of management's requests are unreasonable?
- ❖ Could the residents of your park use a voice?
- ❖ Would you like to find out more about your rights?
- ❖ Do you want to learn more about challenging unreasonable requests and how MN law protects you from unlawful eviction?

## Come to our workshop!!

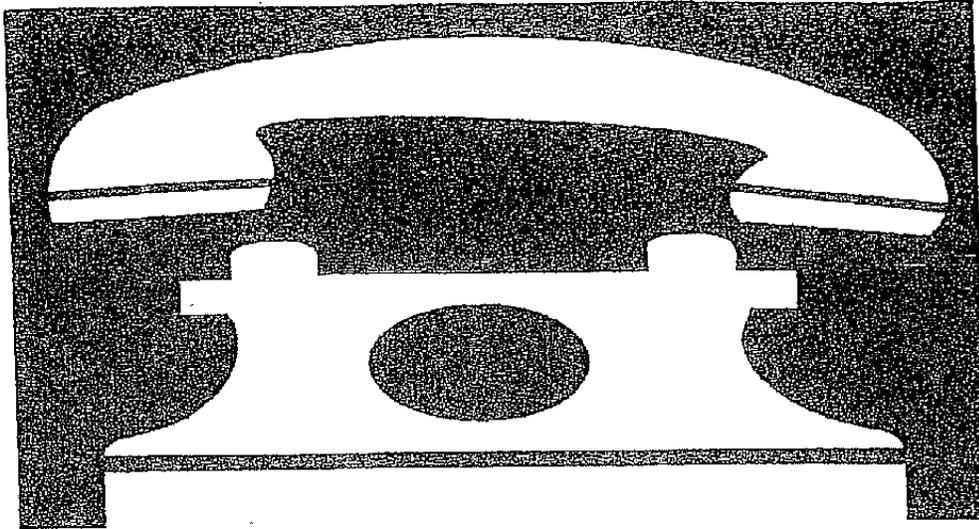
All Parks Alliance for Change (APAC) and  
Brenda Kiepert-Holthaus (HomeLINE Attorney)  
will be holding a workshop about YOUR RIGHTS.

Wednesday, June 18, 2003 at 6:30pm  
Lakeville Public Library  
20085 Heritage Drive, Lakeville  
(For directions, call 651-365-3232)

APAC is a non-profit, member driven organization of manufactured home park residents. We do not represent or report to park ownership or management. For more information about your rights, this meeting, or our organization, please call us at: 651-644-5525.



## Ardmor Village Residents



Call the APAC hotline if you have questions  
about:

- *Your legal rights as tenants*
- *Rent increases*
- *Unreasonable management rules and requests*
- *Any other concerns related to the situation in the park*

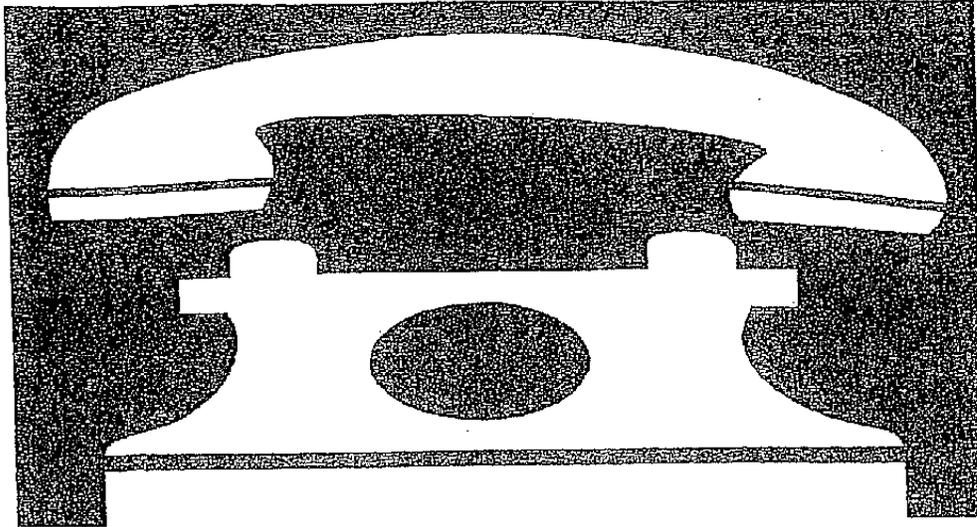
# 651-644-5525

APAC (All Parks Alliance for Change)

is a non-profit organization of residents of manufactured home parks.  
Through our our hotline we advise residents who have concerns with their  
situation in the park.

All calls recieved are strictly confidential.

## Residentes de Ardmor Village



Llame a la línea directa de APAC si tiene  
preguntas sobre:

- *Sus derechos legales como arrendatario*
  - *Los aumentos del alquiler*
- *Exigencias y normas desrazonables de la gerencia*
- *Cualquier preocupación relacionada con la situación en el parque*

# 651-644-5525

APAC (La Alianza por un Cambio de todos los Parques) es una organización sin fines de lucro de residentes de casas móviles. A través de nuestra línea directa aconsejamos a los residentes, si tienen preocupaciones con su situación en el parque.

**Todas las llamadas que recibimos son absolutamente confidenciales.**

## **Ardmore Village Residents:**

- Are you concerned with all the new development in the neighborhood?
- If Ardmore Village were to close someday, could you afford to relocate?
- Would you feel more secure having a local ordinance in place to protect you in the event of a park closure?
- Do you want to learn more about your rights?

**Come to our meeting to find out what you and your fellow residents can do!**

presentation in English with Spanish translation

**When: Monday, May 17<sup>th</sup>, 6:30 pm**

**Where: Heritage Library Meeting Room  
20085 Heritage Drive  
Lakeville, MN**

**Call 651-365-3232 for directions**

**All Parks Alliance for Change (APAC)** is a non-profit organization of manufactured home park residents. We do not represent park owners, management, development, or immigration authorities. Please feel free to call us if you have any questions at **651-644-5525**. To the best of our knowledge, your park is not closing at this time.

## Residentes de Ardmor Village:

¿A Ud. le preocupa el futuro de su parque por la construcción de nuevos negocios en Lakeville?

¿Si un día el parque se cerrara, podría permitirse los costos de reubicación?

¿Se sentiría mas seguro si hubiera una ordenanza local de protección contra clausuras de los parques para protegerlo si un día su parque se cierre?

**¡Conozca sus derechos!**

**¡Venga nuestra junta para informarse de lo que pueden hacer Ud. y sus vecinos!**

**Lunes, 17 de mayo, 6:30 pm**

En el salón comunitario de la biblioteca:

Heritage Library

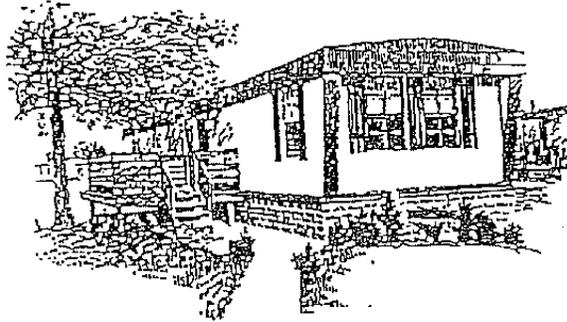
20085 Heritage Drive

Lakeville, MN

Llame al 651-365-3232 para instrucciones de cómo llegar

**La Alianza por un Cambio de todos los Parques (APAC)** es una organización sin fines de lucro de residentes de parques de casas móviles. No representamos a los dueños de los parques, la gerencia, los promotores, ni tampoco a las autoridades de inmigración. Si tiene una pregunta, no dude en llamar a APAC al 651-644-5525 y pregunte por Ned. De lo que sabemos, su parque no esta cerrando en este momento.

# Ardmor Village Residents



Please come to an important resident meeting to discuss:

- Passing a park closing ordinance
- Forming a resident association
- Knowing more about your rights

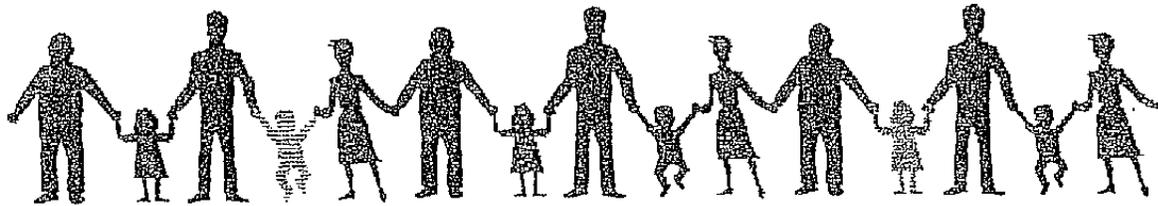
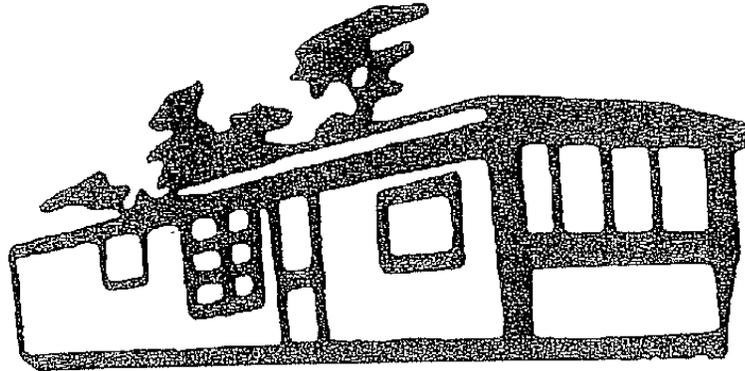
**Wednesday, June 16<sup>th</sup>, at 6:30 pm**

Heritage Library  
20085 Heritage Dr  
Lakeville

For directions please call 651-365-3232

All Park Alliance for Change (APAC) is a non-profit organization of manufactured home park residents. Through leadership development and grassroots community organizing, we help give residents a stronger voice in their communities. Questions? Please call us at 651-644-5525.

# Attention Residents of Ardmor Village



**Know your rights! Make your Voice Heard!**

All Parks Alliance for Change (APAC) and Brenda Kiepert-Holthaus (HomeLINE Attorney) will be holding a second workshop for Ardmor residents, a unique opportunity to learn more about your rights as tenants. We will also further discuss the possibility of forming a resident association in order to give residents a stronger voice in park affairs.

**All residents are welcome!**

**Monday, July 21<sup>st</sup>, 6:30 pm**

Lakeville Public Library  
20085 Heritage Drive, Lakeville  
(for directions call 651-356-3232)

Questions? Call APAC 651-644-5525

Dear Ardmor Village Residents,

We invite you to join your neighbors and APAC for a resident meeting to discuss park issues and to move ahead with forming a Resident Association (governed by residents). *Two resident guest speakers from Anoka county will share their experience and success in forming their association.*

Thursday, September 25<sup>th</sup>, 6:30 p.m.  
Heritage Public Library (Meeting Room)  
20085 Heritage Drive, Lakeville

*Who are we ? APAC is a nonprofit organization of manufactured home park residents. Since 1980, APAC has been focusing on community organizing in park neighborhoods, and providing information through our tenant hotline. Please call us with questions (651)644-5525*



August 6, 2004

Dear Ardmore Village Resident:

The enclosed information is important to our residents. Please read this information regarding a "change" to Ardmore Village Covenants.

After you have read the information and should you wish to be on the No Contact list, please sign this letter on the bottom and return to the Ardmore Village Office or place in the Drop Box.

Should you have any questions, please call.

Thank you,

Ardmore Village Management

Name: Karena Schmall

Address: 211 Cleopatra Drive

NO CONTACT LIST

ARDMOR VILLAGE - LAKEVILLE

STREET ADDRESS	SIGNED
103 Anthony Drive	8/28/04
124 Anthony Drive	8/14/04
133 Anthony Drive	8/20/04
211 Cleopatra Drive	8/30/04
230 Cleopatra Drive	8/13/04
232 Cleopatra Drive	9/3/04
316 Caesar Street	8/14/04
335 Brutus Drive	8/30/04
410 Romeo Drive	8/18/04
526 Juliet Drive	8/16/04
602 Macbeth Circle	8/16/04
607 Macbeth Circle	8/31/04
704 Romeo Drive	8/20/04
726 Juliet Drive	8/16/04
734 Juliet Drive	8/16/04
815 Macbeth Circle	8/16/04
820 Macbeth Circle	8/17/04
840 Macbeth Circle	8/26/04
843 Macbeth Circle	8/16/04
858 Macbeth Circle	8/17/04
874 Macbeth Circle	8/14/04
882 Macbeth Circle	8/30/04
919 Hamlet Circle	9/3/04
302 Caesar	

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## CHAPTER 13 PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

### 3-13-1: DEFINITIONS:

Unless otherwise expressly stated, whenever used in this chapter, the following words shall have the meaning given to them by this section:

**PEDDLER:** Any person who goes from dwelling to dwelling, business to business, street to street, or any other type of place to place, for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise, or other personal property that the person is carrying or otherwise transporting. The term "peddler" shall mean the same as the term "hawker".

**PERSON:** Any natural individual, group, organization, corporation, partnership, or association. As applied to groups, organizations, corporations, partnerships, and associations, the term shall include each member, officer, partner, associate, agent, or employee.

**SOLICITOR:** A person who goes from dwelling to dwelling, business to business, street to street, or any other type of place to place, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services, of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above. The term "solicitor" shall mean the same as the term "canvasser".

**TRANSIENT MERCHANT:** Any person who engages in any temporary and transient business in this state, either in one locality, or in traveling from place to place in this state, selling goods, wares, and merchandise; and who, for the purpose of carrying on such business, hires, leases, occupies, or uses a building, structure, vacant lot, or railroad car for the exhibition and sale of such goods, wares, and merchandise. The term "transient merchant" does not include a seller or exhibitor in a firearms collector show involving two (2) or more sellers or exhibitors. (Ord. 724, sec. 1, 1-6-2003)

### 3-13-2: LICENSING OF PEDDLERS AND TRANSIENT MERCHANTS:

A. County License Required: No person shall conduct business as a peddler or transient

merchant within the city limits without first having obtained any license required by the county pursuant to Minnesota statutes chapter 329, as amended.

B. City License Required: Except as otherwise provided for by this chapter, no person shall conduct business as either a peddler or a transient merchant without first having obtained a license from the city. Within seven (7) days after the expiration of a license the license must be returned to the police department. (Ord. 724, sec. 1, 1-6-2003)

C. City License Application: Application for a license to conduct business as a peddler or transient merchant shall be made at least fourteen (14) regular business days before the applicant desires to begin conducting business within city limits. Application for a license shall be made on a form provided by the police department. All applications shall be signed by the applicant. Any fraud, misrepresentation, or false statement on the application shall constitute a violation of this chapter. All applications shall include the following information: (Ord. 748, sec. 1, 12-1-2003)

1. Applicant's full legal name, and any other names used or known by in the past;
2. All other names under which the applicant conducts business or to which applicant officially answers;
3. A physical description of the applicant (hair color, eye color, height, weight, distinguishing marks and features, etc.);
4. Full address of applicant's permanent residence;
5. Telephone number of applicant's permanent residence;
6. Full legal name of any and all business operation(s) owned, managed, or operated by applicant, or for which the applicant is an employee or agent;
7. Full address of applicant's regular place of business (if any);
8. Any and all business related telephone number(s) of the applicant;
9. The type of business for which the applicant is applying for a license;
10. The dates during which the applicant intends to conduct business and the number of days he or she will be conducting business in the city;
11. Any and all address(es) and telephone number(s) where the applicant can be reached while conducting business within the city, including the location where a transient merchant intends to set up business; (Ord. 724, sec. 1, 1-6-2003)

12. A statement as to whether or not the applicant has been convicted within the last five (5) years of any felony, gross misdemeanor or misdemeanor, for violation of any state or federal statute or any local ordinance, other than traffic offenses; (Ord. 748, sec. 2, 12-1-2003)

13. A list of the five (5) most recent locations where the applicant has conducted business as a peddler or transient merchant;

14. Proof of any required county license;

15. Written permission of the property owner or the property owner's agent for any property to be used by a transient merchant;

16. A general description of the items to be sold or services to be provided;

17. All additional information deemed necessary by the city council;

18. A list of all individuals to be covered by a group license;

19. Source of items sold and the item's location at the time of licensing and time of sale;

20. License plate and registration information for any vehicle to be used in conjunction with the licensed business and a description of the vehicle;

21. Applicant's driver's license number or other acceptable form of identification;

22. Recent passport style photograph of applicant;

23. Applicant's social security number.

D. License Fees: All applications for a license under this chapter shall be accompanied by the fee established in the city's fee schedule as adopted from time to time by resolution of the city council.

E. Procedure: An application shall be determined to be complete only if all required information is provided. If the police department determines that an application is incomplete, it shall inform the applicant of the information required to be provided prior to issuance of a license. The chief of police or the chief's designee shall review the application and order any investigation, including background checks, necessary to verify the information provided with the application. The chief of police or the chief's designee shall either approve or deny the license within seven (7) regular business days. If the application is approved the license shall be issued. If the application is rejected, the applicant shall be notified in writing of the decision, the reason for the denial, and the applicant's right to appeal the denial by requesting, within twenty (20) days of the date of the denial, a public hearing to be heard by the city council within twenty (20) days of the date of the request. The

final decision of the city council following the public hearing shall be appealable by petitioning the Minnesota court of appeals for a writ of certiorari.

- F. Duration: A license granted under this chapter shall be valid for up to ninety (90) days in a calendar year. (Ord. 724, sec. 1, 1-6-2003)

### **3-13-3: LICENSE EXEMPTIONS:**

The licensing requirements of this chapter shall not apply to:

- A. Any person selling or attempting to sell, or to take or attempt to take orders for, any product grown, produced, cultivated, or raised on any farm or garden. Such person must comply with the city's zoning ordinance and other applicable ordinances;
- B. Persons exercising that person's state or federal constitutional rights, except if that person's exercise of constitutional rights is merely incidental to a commercial activity;
- C. Persons selling personal property at wholesale to retailers;
- D. Daily newspaper sales; or
- E. Merchants or their employees delivering goods in the regular course of business.
- F. The sale of plants, flowers, or Christmas trees by a nonprofit group. (Ord. 724, sec. 1, 1-6-2003)

### **3-13-4: INELIGIBILITY FOR LICENSE:**

The following shall be grounds for denying a license or registration under this chapter:

- A. The failure of the applicant to obtain and show proof of having obtained any required county license;
- B. The failure of the applicant to truthfully provide any of the information requested by the city as a part of the application, or the failure to sign the application, or the failure to pay the required fee at the time of application;
- C. The conviction of the applicant within the past five (5) years from the date of application, for any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects on the person's ability to conduct the business for which the license is being sought in an honest and legal manner that will not adversely affect the health, safety, and welfare of the residents of the city. Such violations shall include, but not be limited to: burglary, theft, larceny, swindling, fraud, unlawful business practices, and any form of actual

- or threatened physical harm against another person; or
- D. The revocation within the past five (5) years of any license issued to the applicant for the purpose of conducting business as a peddler, solicitor, or transient merchant.
  - E. The failure of the applicant to return a prior license or registration to the police department within seven (7) days after its expiration. (Ord. 724, sec. 1, 1-6-2003)

### 3-13-5: SUSPENSION AND REVOCATION:

- A. City Council Action: Any license or registration issued under this chapter may be suspended or revoked at the discretion of the city council for violation of any of the following:
  - 1. Fraud, misrepresentation, or incorrect statements on the application form;
  - 2. Fraud, misrepresentation, or false statements made during the course of the license activity;
  - 3. Conviction of any offense for which granting of a license could have been denied under this chapter;
  - 4. Violation of any provision of this chapter; or
  - 5. Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
- B. Notice: Prior to revoking or suspending any license issued under this chapter, the city shall provide the license holder with written notice of the alleged violation(s) and inform the licensee of the licensee's right to a hearing on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application, or if no residential address is listed, the business address provided on the license application.
- C. Public Hearing: Upon receiving the notice provided in subsection B of this section, the licensee shall have the right to request a public hearing. If no request for a public hearing is received by the city within ten (10) regular business days following the service of the notice, the city may proceed with the suspension or revocation. For the purpose of mailed notices, service shall be considered complete as of the date the notice is placed in the mail. If a public hearing is requested within the stated time frame, a hearing shall be scheduled within twenty (20) days from the date of the request. Within three (3) regular business days of the hearing, the city council shall notify the licensee of its decision.
- D. Emergency: If, in the discretion of the chief of police or the chief's designee, imminent harm

to the health or safety of the public may occur because of the actions of a peddler, solicitor, or transient merchant licensed or registered under this chapter, the chief of police may immediately suspend the person's license or registration and provide notice of the right to hold a subsequent public hearing as prescribed in subsection B of this section.

- E. Appeals: Any person whose license is suspended or revoked under this section shall have the right to appeal that decision in court. (Ord. 724, sec. 1, 1-6-2003)

### **3-13-6: TRANSFERABILITY:**

No license issued under this chapter shall be transferred to any person other than the person to whom the license was issued. (Ord. 724, sec. 1, 1-6-2003)

### **3-13-7: REGISTRATION REQUIRED:**

All solicitors shall be required to register with the city. Registration shall be made on the same form provided by the police department, but no fee shall be required. Immediately upon completion of the registration form, the city shall issue to the registrant a certificate of registration as proof of the registration. Certificates of registration shall be nontransferable. Registration shall be valid for a period of up to ninety (90) days. Within seven (7) days after the expiration of a registration the registration must be returned to the police department. (Ord. 724, sec. 1, 1-6-2003)

### **3-13-8: TRANSIENT MERCHANTS PROHIBITED; EXCEPTIONS:**

Transient merchants are specifically prohibited within the city except in the following circumstances:

- A. Transient merchants operating within a building;
- B. The sale of plants, flowers or Christmas trees; and
- C. Persons selling farm or garden products.

This chapter does not apply to persons selling personal property at wholesale to retailers, to daily newspaper sales, to merchants or their employees delivering goods in the regular course of business, or to a person selling or peddling the products of the farm or garden. Transient merchants that are not prohibited must comply with city's zoning ordinance and any other applicable ordinances. (Ord. 724, sec. 1, 1-6-2003)

### 3-13-9: EXCLUSION BY PLACARD:

No peddler, solicitor, or transient merchant, unless invited to do so by the property owner or tenant, shall enter the property of another for the purpose of conducting business as a peddler, solicitor, or transient merchant when the property is marked with a sign or placard at least three and three-quarter inches (3 3/4") long and three and three-quarter inches (3 3/4") wide with print of at least 48-point in size stating "No Peddlers, Solicitors, or Transient Merchants", or "Peddlers, Solicitors, and Transient Merchants Prohibited", or other comparable statement. No person other than the property owner or tenant shall remove, deface, or otherwise tamper with any sign or placard under this chapter. (Ord. 724, sec. 1, 1-6-2003)

### 3-13-10: PROHIBITED ACTIVITIES:

No peddler, solicitor, or transient merchant shall conduct business in any of the following manners:

- A. Obstructing the free flow of either vehicular or pedestrian traffic on any street, alley, sidewalk, or other public right of way.
- B. Conducting business in such a way as to create a threat to the health, safety, or welfare of any individual or the general public.
- C. Entering upon any residential premises for the purpose of carrying on the licensee's or registrant's trade or business between the hours of eight o'clock (8:00) P.M. and nine o'clock (9:00) A.M. of the following day, unless such person has been expressly invited to do so by the owner or occupant thereof.
- D. Failing to provide proof of license or registration and identification when requested or using the license or registration of another person.
- E. Failing to wear or display the certificate of registration or licensure provided by the city on the licensed or registered individual's outermost clothing or to return the certificate to the police department in accordance with the requirements of this chapter.
- F. Making any false or misleading statements about the product or service being sold, including untrue statements of endorsement. No peddler, solicitor, or transient merchant shall claim to have the endorsement of the city solely based on the city having issued a license or certificate of registration to that person.
- G. Remaining on the property of another when requested to leave, or to otherwise conduct business in a manner a reasonable person would find obscene, threatening, intimidating, or

abusive.

- H. Entering upon any premises or attempting to enter in or upon any premises wherein a sign or placard bearing the notice "peddlers or solicitors prohibited" or language similar thereto, is located.
- I. Selling or soliciting sales by transient merchants from public property or right of way or from private property unless they own the property or have written permission from the owner. (Ord. 724, sec. 1, 1-6-2003)

### **3-13-11: IDENTIFICATION:**

All solicitors, peddlers and transient merchants must wear some type of identification conspicuously showing their name and the organization for which they are soliciting or peddling, must carry their city and/or county issued license or registration certificate when conducting the business or activity required to be licensed or registered under this chapter, and must wear or display on their outermost clothing the certificate of registration or licensure provided by the city.

The certificate of registration or licensure issued by the city is the property of the police department and must be returned to the police department within seven (7) days after the expiration date of the registration or license. Failure to do so may result in prosecution and will result in the denial of any future license or registration application for twelve (12) months. (Ord. 724, sec. 1, 1-6-2003)

### **3-13-12: PENALTY:**

Violation of any provision of this chapter shall be a misdemeanor. (Ord. 724, sec. 1, 1-6-2003)

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

All Parks Alliance for Change,  
a Minnesota non-profit organization,

Court File No. C4-04-6504  
Case Type: Declaratory Judgment

Plaintiff,

vs.

**AFFIDAVIT OF MARY McGAFFEY IN  
OPPOSITION TO PLAINTIFF'S  
MOTION FOR TEMPORARY  
INJUNCTIVE RELIEF**

Uniprop Manufactured Housing Communities  
Income Fund, d/b/a Ardmor Village,

Defendant.

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF DAKOTA    )

MARY McGAFFEY, being first duly sworn, upon oath deposes and states as follows:

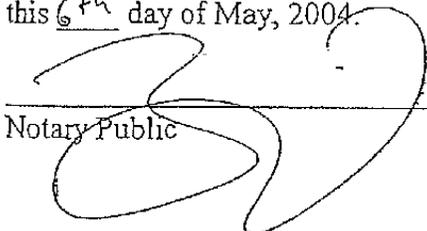
1. I am the manager for Ardmor Village and I make this affidavit with personal knowledge of Ardmor Village's policy and rules regarding on-site solicitation and door-to-door canvassing.
2. Ardmor Village is a manufactured home community located on private property in the City of Lakeville, State of Minnesota.
3. It is the policy of Ardmor Village, and Ardmor Village's rules provide, that on-site solicitation and door-to-door canvassing in the Ardmor Village community is prohibited.
4. Individuals or organizations such as All Park's Alliance for Change may distribute their written materials to Ardmor Village residents by leaving copies of those materials in the Ardmor Village office located within the community.

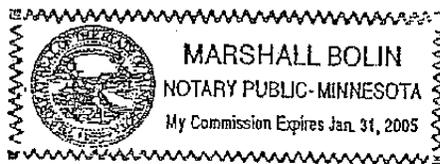
5. The Ardmor Village office is open on Tuesday through Friday from 9:00a.m. to 5:00p.m.; Monday from 9:00 a.m. - 7:00p.m. and Saturday 9:00 a.m. to 12:00 noon.
6. Individuals or organizations wishing to speak with Ardmor Village residents may hold meetings for approximately thirty (30) people in the Ardmor Village community center. The community center may be reserved by Ardmor Village residents.
7. Ardmor Village has, over the last eighteen months, received complaints from residents in response to door-to-door canvassing by APAC as well as other organizations such as meat salesmen, Jehovah Witnesses, magazine salespeople and newspaper sales people.
8. No representatives of APAC have ever approached me to discuss their concerns regarding APAC's desire to communicate with Ardmor Village's residents.

FURTHER AFFIANT SAYETH NOT.

  
Mary McGaffey  
Ardmor Village Manager

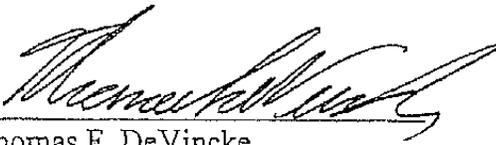
Subscribed and sworn to before me  
this 6<sup>th</sup> day of May, 2004.

  
\_\_\_\_\_  
Notary Public

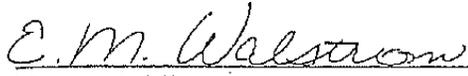


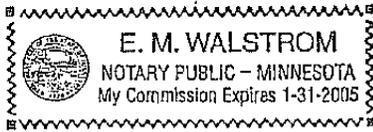


FURTHER AFFIANT SAYETH NOT.

  
Thomas F. DeVincke

Subscribed and sworn to before me  
this 16<sup>th</sup> day of August, 2004.

  
Notary Public



## NOTICE OF RULE CHANGE

### ARDMOR VILLAGE MANUFACTURED HOUSING COMMUNITY

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGE TO THE  
ARDMOR VILLAGE COMMUNITY COVENANTS:

#### "G. CONDUCT

All Residents, guests and visitors must respect the rights of others to enjoy the quiet and peaceful use of the Community. All Residents, guests, and visitor must act in an orderly fashion and not engage in disruptive behavior.

##### Prohibited Conduct

The following examples of prohibited conduct will not be tolerated and apply to all Residents, guests and visitors. Any Resident engaging in this or similar disruptive conduct will be expected to stop immediately or will be served with a Notice of Violation. Engaging in prohibited conduct may result in eviction, as permitted by law.

1. **Business Activities.** Peddling, soliciting or conducting any commercial enterprise or profession, by a Resident anywhere within the Community is not permitted.

Leafleting and canvassing is permitted on Monday through Friday between the hours of 11:00 a.m. and 6:00 p.m. in the Ardmor Village community for noncommercial purposes only. No leafleting, canvassing or door to door solicitation for any purpose is permitted in the Ardmor Village community on the home sites or at the residences of those community residents that have signed the "No Contact" list.

The "No Contact" list is comprised of those residents that have chosen not to allow any leafleting, canvassing or door to door solicitation of any kind, regardless of purpose, at their home site. The "No Contact" list is available in the community office and must be reviewed by all individuals prior to any leafleting, canvassing or door to door solicitation in the Ardmor Village community. No leafleting, canvassing or door to door solicitation for any commercial purpose is permitted in the Ardmor Village community at any time for any reason."

This rule change shall become effective sixty days from the date of this notice. The underlined text represents the revision to the existing rule.

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# Community Covenants



**UNIPROP**

A. 117

EXHIBIT  
A

ARDMOR VILLAGE COMMUNITY COVENANTS

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## ARDMOR VILLAGE COMMUNITY COVENANTS

The following Community Covenants governing Ardmore Village Manufactured Home Community (hereinafter referred to as "Community") have been prepared in accordance with the law to provide all Tenants (hereinafter referred to as "Residents") with sensible, reasonable and responsible guidelines to follow while residing at the Community, so that proper order can be maintained, and so that the rights and privileges of Residents will not be left undefined. Community Management will, to the best of its ability, enforce these Covenants in a fair, non-discriminatory, consistent and uniform manner. When Residents agree to abide by these Covenants they contribute to the positive well being of the Community and all its Residents.

Residents must respect policies, procedures, and guidelines that have been developed regarding Residency and the use of Community facilities.

Where required by law, "Community Management" refers to "Landlord", "Residents" refers to "Tenants", "residency" refers to "tenancy" and "Covenants" refers to "Rules and Regulations."

Community Standards or other standards mentioned in these Covenants refer to written standards, which are available upon request from the Community office. These standards are subject to change. All approvals, including Resident Design Approvals, required in these Covenants must be in writing.

The Community Management reserves the right to terminate any Resident's residency at the Community for any violation of the Community Covenants in accordance with local laws.

### A. OCCUPANCY AND REGISTRATION

1. Prior to occupancy all prospective Residents must:
  - a. Provide information requested and execute all forms provided by Community Management.
  - b. Be approved for residency by Community Management in accordance with current occupancy policy.
  - c. Be named on the Lease Agreement.
  - d. Sign the Lease Agreement if 18 years of age or older.
  - e. Obtain approval of their pet and list on the Lease Agreement.
  - f. Individuals failing to comply with these requirements shall be deemed trespassers and shall immediately be removed from the Community.
2. Home occupancy requirements are as follows:

1 bedroom home	No more than 2 occupants
2 bedroom home	No more than 4 occupants
3 bedroom or larger	No more than 6 occupants
3. Any change in occupancy must be approved by Community Management, registered on the Lease Agreement and signed by all occupants 18 years of age or older.

### B. RENT COLLECTION

1. **Due Date:** Rent is due and payable on or before the first day of each month.
2. **Payment:** Community Management requires that all payments be by check or money order. Management reserves the right to refuse payment by out of state or third party checks. Residents whose checks have been returned unpaid for any reason may be required to tender payment by Money Order, Bank or Cashier's Check.

3. **Late Fee:** A late fee is due on rent payments received after the fifth of the month. This fee will be consistent with applicable law and is subject to change.
4. **Returned Check Fee:** A fee will be assessed for any returned checks. This fee will be consistent with applicable law and is subject to change.

### C. TERMINATION OF RESIDENCY

Any misrepresentation on the Resident's Application to lease a homesite at the Community is grounds for termination of a Resident's tenancy at the Community Management's discretion. As approved by law, the Community has the right to terminate any Resident's tenancy at the Community for any violation of the Community Covenants, Community Standards, or Lease Agreement.

### D. HOME INSTALLATION

Homes entering the Community must be in compliance with Community Standards. Residents are responsible for the installation of their home in the Community. Homes must be installed in compliance with industry standards, manufacturer's specifications, all applicable laws, and Community Standards. The installation must be done by a professional home service company or properly licensed contractor. All contractors and workers must have worker's compensation and liability insurance.

1. **Hitches:** Hitches must be removed from all homes except as provided by law.
2. **Skirting:** Skirting must be approved in writing by Community Management in the form of a Resident Design Approval and must comply with current Community Standards. Skirting must be installed within 30 days of the move-in date.
3. **Steps:** Steps must be approved in writing by Community Management in the form of a Resident Design Approval and must comply with current Community Standards. Steps may be incorporated into a raised deck design and must then conform to Deck Standards.
4. **Wood Decks:** Deck design must be approved in writing by Community Management in the form of a Resident Design Approval and comply with the Community Wood Deck Standard.
5. **Storage Sheds:** If a Resident chooses to install a storage shed, he must obtain written permission from Community Management in the form of a Resident Design Approval. The shed must be in compliance with the Community Shed Standard.
6. **Tie Downs:** Installation of tie downs to the home must comply with the manufacturer's design and certification and comply with all applicable laws. Tie down installation is the sole responsibility of the Resident. It is recommended that Residents have their tie downs inspected annually by a licensed contractor.
7. **Air Conditioners/Evaporative Coolers:** Must be in good repair and free of rust or loose covers and connections. Central air conditioning systems/evaporative coolers must be professionally installed. The exterior portion of central air conditioning systems shall be located on the side of the home least visible from the street. Window air conditioners must be installed according to manufacturer's instructions, must be self-supporting and may not be located on the side of the home facing the street. Unit to ground or wooden supports are not permitted. Gaps between the window air conditioner and the window frame must be filled and finished, and in accordance with Community Covenants regarding windows and window coverings. A maximum of two window air conditioners are permitted.
8. **Antennas:** Outside antennas, aerials, towers or satellite dishes will only be permitted on a Resident's homesite, in accordance with Community Standards and the Telecommunications Act of 1996.

9. **Homesite Address:** Each home must have the address placed on the front of the home, visible from the street, with numerals between three and six inches in height.

## E. HOME AND HOMESITE MAINTENANCE AND IMPROVEMENT

### 1. Home and Homesite Maintenance

Each Resident shall keep his homesite and home in a clean and neat condition and free of any hazardous conditions. If a Resident causes any damage to the homesite including, but not limited to, paving, landscaping or utility systems, he will be held financially responsible for repairs. No storage is permitted around or under homes or in screened rooms. All items must be stored inside the home or storage shed, except standard patio furniture and barbecue equipment in good condition, which may be left outside seasonally.

All expenditures for the repair and maintenance of a homesite will be the sole responsibility of the Resident. If the Resident does not maintain the homesite, in accordance with these Covenants, Community Management may, at its option, make such repairs and invoice the Resident for these services. The amount will be determined by Community Management and is subject to change. Said invoices will be deemed as additional rent and will be due and payable in full when next month's rent is due.

- a. **Landscaping:** Except when specific provisions of your lease indicate management provides these services, Residents are to maintain their lawns, landscaping, trees and shrubs in the following manner: Lawns, landscaping, trees and shrubs on each homesite must be maintained by the Resident. Residents are to water and trim the lawn, trees and shrubs in order to maintain a well kept appearance;

Lawns are to be cut once a week during the growing season. Lawns are to be fertilized by the Resident with a chemical or organic fertilizer and weed killer, each spring and fall. Lawns and landscaping not maintained by the Resident, in accordance with these Covenants, may be maintained by Community and invoiced to the Resident. Said invoices will be deemed as additional rent and will be due and payable in full when next month's rent is due.

- b. **Yards:** Yards must be kept neat and free of litter.

- c. **Storage:** Bicycles, tricycles, wagons, scooters, or any other type of toys; wading pools, lawnmowers, power tools and any other mechanical devices must be stored in the home or storage shed when not in use. Swing sets, basketball hoops, trampolines, and playhouses are not permitted.

- d. **Trash Collection:** Residents are permitted 2 containers not to exceed 32 gallons in size except in communities where containers are provided by Community Management. Containers should be placed at curbside only on the morning of trash pickup. Trash containers may not be stored on the side of the home facing the street. Trash must be kept in plastic bags and then placed in covered containers at all times. No large items, hazardous waste or items other than household waste are permitted to be left outside your home. Consult with Community Management regarding the proper disposal of recyclables, yard waste and large items.

You will be given 24 hours to remove large items after which Community Management has the right to dispose of and charge a fee that will be considered additional rent.

Community Management may be willing to remove large items for an additional fee. Arrangements must be made in advance with Community Management.

- e. **Clotheslines:** Only collapsible or umbrella type clotheslines are permitted in the Community and will be used at the rear of the homesite. No hanging of clothes or any other materials outdoors, other than on clothesline, is permitted. Clotheslines must be collapsed immediately after use.
- f. **Snow Removal:** Residents must remove snow and ice from all paved areas of their homesites including sidewalks. Salt shall not be used on any paved areas. Chemical ice solvents are permitted, provided they do not damage, deteriorate or discolor the concrete, paving or lawn.
- g. **Heat Tapes:** All water line heat tapes and heat rods must be plugged in prior to freezing weather and unplugged when weather permits. If there is any freeze damage resulting from neglecting this requirement, the repair will be at the expense of the Resident. Community Management reserves the right to discontinue water service to the home if it is determined that the homeowner has been negligent either in installing, maintaining or operating heat tapes and/or rods.
- h. **Exterior of Home Including Siding, Skirting, Roof, Decks, and Steps:** The exterior of the home must be maintained in good repair and in a safe and attractive condition. Home must be washed or painted if required by Community Management.
- i. **Windows:** Windows are not to be covered with foil, paper, cardboard, wood, metal or other nontransparent substance or material. Appropriate curtains or blinds will be the only window coverings permitted. Materials of a commercial nature designed to reduce or eliminate glare and harmful sunrays may be installed to the manufacturer's specifications on the interior of the home only. All window screens must be kept in good repair. Stacking of boxes, furniture or other items, against the interior windows, so as to appear unsightly, from the exterior of the home is prohibited.
- j. **Screened Porches:** Screened porches should contain customary home furnishings and not be utilized as a storage area.

## 2. Home and Homesite Improvement

Prior to making any exterior improvement to a Resident's home or homesite, including, but not limited to painting, staining, decks, landscaping, additions, awnings and skirting, the Resident must obtain written approval from Community Management in the form of a Resident Design Approval. Additional permits may be required by the municipality.

Prior to improvement of landscape, with the exception of planting annuals, written permission is required in the form of a Resident Design Approval to insure the safety of underground wiring, gas lines and water and sewer mains. Landscape improvements include adding pegs, posts, shrubs, trees, plants or anything on or below the surface of the ground. All shrubs, trees and plants installed by the Resident will become the property of the Community when the Resident vacates the Community.

The cost of improvements, repairs and/or additions to a Resident's home, homesite or utilities is the Resident's sole responsibility. In no event will a Resident permit a lien to be placed on Resident's homesite. If there were to be any such lien, Community Management will have the right, but not the obligation, to pay for and discharge same and thereafter collect such payment from the Resident, which will be deemed as additional rent.

- a. **Fencing:** Fencing is not permitted in the Community other than installed by Community Management.
- b. **Handicap Access:** Equipment required for handicap access is permitted at Resident's expense. Prior to installation of any handicap improvements or equipment, the Resident must obtain written permission from Community Management in the form of a Resident Design Approval. Such improvements or equipment must comply with all appropriate standards, building codes and regulations (if applicable), and shall be built by a licensed contractor.

## F. UTILITIES

**Utility Connections:** Residents are required to connect to gas, water, sewer and electric utilities, telephone, and cable, as applicable, on the homesite. It is the Resident's responsibility to make his application to the utility companies, and to arrange for all connections by licensed contractors at the Resident's expense.

1. **Repairs to Utilities:** Residents are responsible for the repairs to utilities between their home and the following:
  - a. Circuit breaker at the electrical pedestal
  - b. Gas shut off valve
  - c. Water riser/shut off or water meter
  - d. Sewer riser
  - e. Telecommunications cable connection
2. **Interruption of Service:** Community Management does not have any liability or responsibility to the Resident in the event that Community Management is delayed or prevented from providing any utility or other service which it has undertaken to provide due to causes beyond Community Management's reasonable control. This shall include periods during which any service is interrupted by reason of the maintenance or repair of any equipment utilized in providing such service. In no event shall Community Management be deemed to be in default with respect to any of its obligations, unless Community Management has received written notice of any default and has failed to correct the problem within a reasonable amount of time.
3. **Tanks:** No outside gas, oil or fuel tanks of any type, including LPG tanks shall be allowed in the Community, unless specifically permitted. One gas barbeque with attached LPG tank, maximum 20 pounds is permitted on each homesite.
4. **Damage and Costs:** Residents must not dispose of sanitary napkins, disposable diapers, or other items that may block sewage lines by flushing them down the toilet. These items must be wrapped, and placed in trash containers. Residents will be financially responsible for cleaning a blockage caused by a violation of this covenant.
5. **Utility Relocation:** If a utility must be relocated because of a homesite improvement desired by the Resident, the expense of relocating the utility will be the responsibility of the Resident.

## G. CONDUCT

All Residents, guests and visitors must respect the rights of others to enjoy the quiet and peaceful use of the Community. All Residents, guests, and visitors must act in an orderly fashion and not engage in disruptive behavior.

### Prohibited Conduct

The following examples of prohibited conduct will not be tolerated and apply to all Residents, guests and visitors. Any Resident engaging in this or similar disruptive conduct will be expected to stop immediately or will be served with a Notice of Violation. Engaging in prohibited conduct may result in eviction, as permitted by law.

1. **Business Activities:** Peddling, soliciting or conducting any commercial enterprise or profession, by a Resident anywhere within the Community is not permitted.
2. **Damage and Destruction:** Willful damage or destruction of any Community property or any Resident's property within the Community is prohibited. The commission of such acts may cause the Resident's tenancy Agreement to be terminated. Residents are encouraged to fill out a written report on any such incident witnessed by them.
3. **Firearms and Fireworks:** There shall be no visible transporting of firearms or any other weapon, brandishing of a firearm or weapon, or any attempt to intimidate, threaten or harm anyone with a weapon by any Resident, or guest. The use of any type of weapons including firearms, BB guns, slingshots, knives, bows and arrows is prohibited. Residents are prohibited from lighting and using fireworks in the Community.
4. **Gambling:** Gambling as defined by law is prohibited.
5. **Alcoholic Beverages:** Any and all drinking of alcoholic beverages will be reserved for consumption within the confines of one's home. Public drunkenness, drunk driving or improper conduct stimulated by alcoholic consumption is prohibited.
6. **Controlled Substances:** The selling, possession, manufacturing, intent to deliver, sell and/or use of controlled substances; the driving of vehicles under the influence of same; or, the conduct of oneself in a disruptive manner while under the influence of such substances, are prohibited.
7. **Noise:** Excessive noise or loud parties that disturb the peace and quiet of other Residents will not be permitted. This includes noise made by voice, radios, stereo systems, televisions, and musical instruments or other noise making apparatus.
8. **Health Codes:** Violation of applicable health codes or ordinances is prohibited.
9. **Animals:** With the exception of bird feeders, the feeding of wild animals within the Community is prohibited, and Residents are discouraged from doing anything to attract wild animals into the Community.
10. **Yard Sales:** No yard, patio, porch or other sales of one's personal property is permitted within the Community unless approved by Community Management.
11. **Home Safety:** Any condition, or material, that constitutes a fire hazard will not be permitted. Each home will contain all safety equipment required by law.
12. **Electronic Devices:** Any electronic device that interferes with general radio, television or other common household electronic devices is not permitted.
13. **Trespassing:** Residents are prohibited from trespassing on occupied or vacant homesites.
14. **Harassment:** Residents are prohibited from harassing other Residents, their guests, and Community Management. If such behavior occurs, Community Management may terminate the Resident's Lease Agreement.
15. **Curfew:** Management has the right to enforce any curfew imposed by the local municipality.

#### H. SUPERVISION OF CHILDREN

Children under six (6) years of age must always be supervised by a parent, guardian or caregiver at least fourteen (14) years of age in any common areas of the Community. While using the swimming pool facilities,

any child under fourteen (14) years of age shall be accompanied by a parent, guardian or caregiver, at least eighteen (18) years of age, who is responsible for the child's behavior.

## I. PETS

Only one pet is allowed per household. Pets must be licensed and properly vaccinated in accordance with local ordinance and be approved by Community Management and listed on the Lease Agreement. Pets must wear a tag bearing the owner's name, and wear any licensing tags. Pets must be on a leash at all times when outside, and may not be left unattended outside the home or in a screened-in porch.

1. **Dog Breeds:** Breeds or mixed breeds commonly known to be of an aggressive nature, including but not limited to Pit Bulls, Chows, Rotweilers, Siberian Huskies, Shar Peis, German Shepherds and Doberman Pinschers are not permitted. Community Management reserves the right to determine the acceptability of any pet.
2. **Size:** Dogs must be of a breed or mixed breed known to grow no more than fifteen inches in height, measured across the withers (across the back at the top of the shoulder), and weigh no more than 40 pounds when full grown.
3. **Noise:** Noisy or unruly pets or those that cause complaints will not be allowed to remain in the Community.
4. **Common Areas:** Pets will not be allowed in common areas or neighbors' homesites.
5. **Clean-up:** Pet owners are responsible for the removal of all pet excrement or litter from the homesite or from any place in the Community that the pet may be exercised by its owner on a daily basis.
6. **Liability:** Pet owners will be liable for all damages caused by their pet.
7. **Exotic Pets:** No exotic pets, including but not limited to, snakes and wild animals, are allowed.
8. **Signs:** No "Beware of Dog" or similar signs are permitted.
9. **Pet Enclosures:** No outdoor pet enclosures are permitted.

## J. COMMUNITY FACILITIES

Recreational facilities are for the exclusive use of Residents in good standing, and their guests, when accompanied by the Resident, on a "use at your own risk" basis. Community Management is not responsible for accidents or injury to any person. These facilities, which may include a Community center, swimming pool, common areas as well as other Community-owned facilities, are private property; their use is a privilege rather than a right. Any person who remains within the confines of the Community recreational facilities, after being requested by Community Management to leave, or who is not a Resident or guest of a Resident, will be considered trespassing.

1. **Posted Guidelines:** Guidelines posted at recreational and other common areas must be observed at all times and will be enforced strictly.
2. **Fees:** A deposit and/or fee may be required for the use of any recreational facility for parties or private use.
3. **Private Use of Facility:** Use of the Community facility for a private function will require the Resident executing a specific agreement for this purpose. Consult with the Community Management to make arrangements.

4. **Refusal:** Community Management reserves the right to refuse the use of any and all facilities to a person who violates the Community Covenants, Community Guidelines, Policies, or Lease Agreement.
5. **Lost/Stolen Articles:** Community Management is not responsible for lost or stolen articles.
6. **Attire:** Appropriate attire, as determined by Community Management, will be worn at all times at the Community facilities.
7. **Mailboxes:** Mailboxes will be provided and maintained by Community Management.
8. **Laundry Facilities:** If laundry facilities exist at the Community, they are available for Residents' use only. Facilities and equipment in the laundry rooms are to be used only for their designated purpose. Community Management assumes no responsibility for the proper operation of or damage caused by the laundry equipment. The availability of the laundry facility is subject to termination by Community Management at any time upon proper notice.
9. **Alcohol:** The use of alcohol is not permitted in any Community facility at any time.

#### K. INSURANCE, DAMAGED AND DESTROYED HOMES

The Community is not responsible for the maintenance of insurance on your home including fire, casualty, and liability insurance. Each Resident must carry adequate "Fire and Extended Coverage" insurance on his home and must also maintain reasonable general public liability insurance. Each Resident will be required to provide suitable evidence of such insurance to Community Management upon request.

If the exterior of a home is damaged, the home must be repaired within 30 days. In the event that a home is destroyed, it must be removed from the Community at the homeowner's expense within fourteen (14) days. However, if the home represents a hazard, then it must be removed from the Community at the homeowner's expense within three (3) days. Rent will be due and payable until the home is removed, and the homesite is cleared of all debris.

#### L. SECURITY

It is the Resident's sole responsibility, and not the Community's, to provide for his own security needs, including the need for fire or police. The providing of Courtesy Patrols or gates by the Community does not constitute providing of any security service. In the event of any emergency, local police or fire departments, or 911 should be contacted.

#### M. SUBLETTING, GUESTS, AND HOME SALES

1. **Subletting:** No Resident may sublet his home or homesite; take in boarders; or permit anyone other than persons or pet listed on the Lease Agreement to live on the premises.
2. **Guests:** Guests are allowed to visit Residents for not more than 30 days total per year. Guests must register with Community Management if staying in Community more than 72 hours.
3. **Home Sales /Qualification of Prospective Resident:** If a prospective Resident desires to purchase a manufactured home from a Community Resident and desires to leave the home in the Community, the buyer must first apply for residency and be accepted by Community Management prior to the consummation of the sale. Community Management reserves the right to refuse any prospective Resident if he does not meet the Community qualifications.
4. **Home Sales/Qualifications of Home:** Residents who intend to sell their home which will remain in the Community must have their home inspected by Community Management to insure the home will meet current Community Home and Homesite Standards. If a prospective Resident desires to purchase a home within the Community the home and homesite must be in compliance with current Home and Homesite Standards.
5. **Replacement of Homes:** Prior to the replacement of any home with another, the Resident must complete a new rental application form and submit that application, along with any other required forms,

to Community Management for approval, which must be obtained in writing prior to moving another home onto a homesite.

6. **Advertising a Home for Sale:** A Resident who desires to sell his home may advertise in the Community only by placing, inside the home, one sign not larger than 24 inches by 24 inches. The sign must be professionally printed and approved by Community Management.

#### N. VACATING AND REMOVING A HOME FROM A HOMESITE

Residents removing a home and vacating a homesite must leave the homesite clean and free of debris within forty-eight hours. Residents will notify Community Management in writing no less than thirty days prior to the removal of their home. (The exception will be if the home is a "Destroyed Home" as per Section K. Insurance, Damaged and Destroyed Homes of these Covenants.)

Failure to remove the home on or before the date specified in the notice shall require the Resident to provide a new notice upon the same terms and conditions as original.

#### O. VEHICLES

##### 1. Registration:

- a. Residents must register with Community Management any vehicle kept in the Community. Vehicle identification must be displayed, if provided. No more than 3 vehicles will be registered for any homesite.
- b. If the Community requires vehicle identification stickers you must comply with designated guidelines.

##### 2. Parking:

- a. **Designated Areas:** Motor vehicles must be parked in off-street areas provided or in designated areas within the Community. On-street parking is not permitted. Parking on lawns, patios or any area of the homesite other than designated parking area is prohibited. It is the responsibility of the Resident to clear streets of parked cars whenever requested by Community Management. Parking within 10 feet of any fire hydrant is prohibited.
  - b. **Vehicle Size Requirements:** Parking is provided only for passenger vehicles in good operating condition currently licensed with no more than two axles. No vehicles with a load capacity excess of one ton will be parked within the Community, except when making normal deliveries.
  - c. **Resident Home Parking:** A parking area for no more than 2 vehicles will be provided for each home.
  - d. **Visitor Parking:** Visitors are defined as non-Residents remaining in the Community less than 24 hours. Visitors must park in areas designated by Community Management and may park no more than 24 hours.
  - e. **Guest Parking:** Guests are defined as non-Residents remaining in the Community for not more than 30 days. Guests must park in areas designated by Community Management.
3. **Repairs and Maintenance:** The repairing of any motor vehicle within the Community, other than the changing of tires or road-aid service is prohibited. Auto washing will be permitted in parking area located at the homesite.
  4. **Motorcycles, Mopeds and Motorized Scooters:** Motorcycles, mopeds and motorized scooters are permitted provided they are used only for ingress and egress. Storage of these vehicles must either be in an approved shed or in the designated parking space.

5. **Vehicle Covers:** Only commercially produced vehicle covers are permitted.
6. **Traffic Control:** Residents must observe all traffic control signs and drive in a safe and responsible manner.
7. **Other Motor Vehicles:** Off road vehicles, snowmobiles or unlicensed vehicles will not be allowed in the Community.
8. **Removal:** Unlicensed, inoperable or illegally parked vehicles are subject to removal or disabling by Community Management, in accordance with local laws, at the Resident's expense.
9. **Noise:** All vehicles must be properly muffled with engine and exhaust noise kept to a minimum. Engines will not be "raced", "gunned", or "revved" in a manner that will disturb the peace and quiet of the Community.
10. **Recreational Vehicles and Boats:** No person may sleep or live in any type of recreational vehicle within the Community. In no case may a recreational vehicle be attached to water and sewer connections. Recreational vehicles and boats may be parked in homesite parking areas up to 24 hours with prior approval from Community Management. Otherwise, recreational vehicles will be parked only in the Recreational Vehicle Storage Area, if available. A **RV Storage Agreement** must be signed with Community Management prior to use of storage area for all RV's and boats. A monthly storage fee and key fee may be charged. Storage is provided on a "first come first served" basis and is at the Resident's risk.
11. **Bicycles, Skateboards, Scooters, Skateboards, and Roller Blades:** These must be operated in accordance with all local safety requirements, in a non-disruptive manner and must not in any way cause destruction of Community property.

#### P. STORM SHELTER PLAN

In the event of a severe weather bulletin or the sounding of Lakeville's emergency siren, please proceed to the community storm shelter. The shelter is located in the front of the community, across the parking lot from the community center and pool.

Residents should remain in the shelter until the threat of severe weather has passed and the local authorities declare the emergency over.

For the safety and welfare of all Residents, please observe the following guidelines:

- Enter the shelter briskly and move away from the doors.
- Do not loiter in front or on top of the shelter.
- Bicycles, scooters, skateboards and other toys are not permitted in the shelter.
- Pets are welcome in the shelter provided there is adequate room for all Residents. Pets must be leashed or contained and the owner is responsible to clean up after their pet.
- Alcoholic beverages and smoking are prohibited in the shelter.
- Management will immediately report improper conduct to the authorities after the emergency has passed.

#### Q. GRIEVANCE PROCEDURE

To facilitate the prompt and equitable resolution of any concern by a Resident, Community Management

encourages the use of the following procedure:

All concerns should first be expressed to the Community Manager.

In the unusual circumstance in which the Resident and the Community Manager cannot agree, the Resident should prepare a written statement outlining the nature of the concern, and all supporting facts. This statement should include the Resident's name, telephone number, and address, and should be mailed to the Regional Supervisor. The Regional Supervisor will investigate and respond within a reasonable period of time.

**R. OTHER**

Community Management does not waive its option to evict a Resident for a violation of the Community Covenants when it holds a Resident financially responsible for a covenant violation.

In the event any Community Covenant, Community Standard, or Lease Agreement is in conflict with any existing law, the law will prevail, but all other portions of Covenants, Community Standards or Lease Agreements will remain in full force and effect.

These Community Covenants shall supersede any prior Covenants that may have been in effect and will govern the rights and responsibilities of Community Management and Residents from this day forward.

The Community Owner reserves the right to assign these Community Covenants, along with any Lease Agreement or other Agreements entered into with any Resident, to any successor owner of the Community, and they shall remain in full force and effect and binding upon the respective parties.

All the terms and conditions of the Lease Agreement are specifically incorporated herein by reference as Community Covenants governing the residency.

The rights of Community Management contained herein are cumulative, and the failure of Community Management to exercise any right shall not operate to forfeit any other right of Community Management. No waiver by Community Management of any of the Community Covenants shall be deemed to imply a further waiver of that or any other Community Covenant.

Community Management has the right to modify these Covenants in accordance with applicable law.

I (we) have received a copy of these Community Covenants and have been given the opportunity to read and review them. I (we) agree to comply with these Covenants.

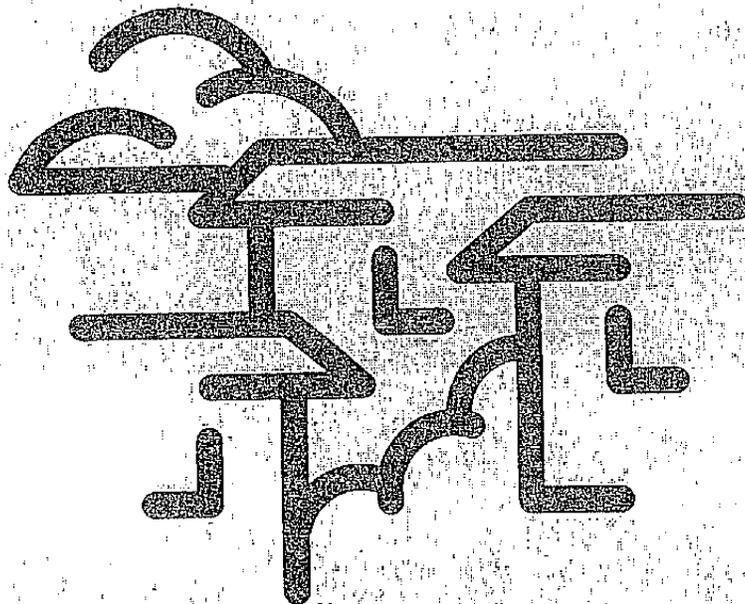
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The  
**Manufactured Home Parks  
Handbook**



From the Office of  
Minnesota Attorney General  
Mike Hatch

[www.ag.state.mn.us](http://www.ag.state.mn.us)

## The Manufactured Home Parks Handbook

This handbook explains the Minnesota laws concerning manufactured home park residents and park owners. A right or privilege guaranteed by law cannot be waived. (1) For specific advice or assistance residents and park owners may contact the organizations listed at the back of this book beginning on Page 22, or a private attorney.

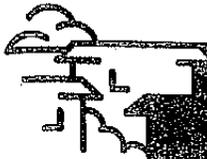
Cites to Minnesota statutes may be found beginning on Page 27. The cites are in parenthesis and noted throughout the text.

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This handbook was published in St. Paul, Minnesota in May 2003. This handbook is available in other formats upon request.

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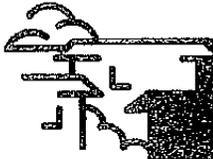




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## Purchasing a Manufactured Home

### Licensing and Bonding of Dealers and Manufacturers

Manufactured home dealers must have a license and surety bond. (2) The license must be prominently displayed on the premises. (3) Banks, savings and loans, real estate brokers, and businesses that repossess manufactured homes are not required to have a license or a bond. (4)

The Commissioner of the Department of Administration licenses people who meet the application and bond requirements. (5) Certificates are issued by the Commissioner to anyone who is granted a license. (6) The Commissioner may deny, suspend, or revoke any license. (7) If a park violates the surety bond requirement, and a resident is harmed, the resident may take legal action against the park. (8)

### Warranties

Every new manufactured home sold in Minnesota has an implied warranty that the home conforms to applicable federal and state laws. (9) Every manufactured home also has an implied warranty of merchantability and fitness for permanent housing in Minnesota's climate. (10) Manufacturers or dealers may also make express warranties on a manufactured home, but they cannot limit any implied warranties. (11)

Warranties are valid for one year from the date the new home is delivered to the consumer. (12) When a home owner wants to make a claim covered by either an express or implied warranty, the home owner must notify the dealer, or the manufacturer, within a reasonable time after discovering the problem, but no later than 90

days after the expiration of the warranty. (13) Either the manufacturer, or the dealer, or both of them working together, must repair the manufactured home at its site within a reasonable amount of time after receiving notice from the owner. (14)

### Building Codes

Manufactured homes must meet national construction standards. (15) If the manufactured home is constructed after July 1, 1972, and before June 15, 1976, the home must meet the American National Standards Institute code. (16) If the manufactured home is constructed after June 14, 1976, it must meet the U.S. Department of Housing and Urban Development (HUD) standards. (17) In order to be sold, the home must have a label as required by the Secretary of HUD. (18) When a home is sold it will also contain a seal issued by the Commissioner of Administration. (19) And, if possible, the home will also have a certificate from the manufacturer or dealer assuring compliance with these codes. (20)

It is a misdemeanor to alter a certified manufactured home so that it violates building codes. (21) It is also a misdemeanor to construct or install a home in violation of the building codes listed above. (22)

The Commissioner of Administration enforces the manufactured home installation rules. (23) The Commissioner may:

- charge reasonable fees for inspections, seals, and other enforcement costs. (24)
- adopt rules governing the installation of manufactured homes. (25)

- adopt rules governing the construction, installation, and certification of manufactured home accessory structures (this means any factory-built building or structure which is an addition or supplement to a manufactured home). (26)
- require any code violation to be corrected within 40 days. (27)

A person who fails to correct a manufactured home building code violation in 40 days, or interferes with the duties of the Commissioner of Administration, is guilty of a misdemeanor. (28)

Additionally, anyone who violates any of these laws is liable to the State of Minnesota for a civil penalty of \$1,000 for each offense, not to exceed \$1,000,000. (29)

### Tire and Axle Scam

Often companies will go through a manufactured home park offering to buy tires and axles from residents. A resident should be careful, it may be illegal to sell them. It could also create problems, such as moving the home in the future or buying replacements. Finally, a chance exists that the company will move on and leave the resident without compensation or goods.



## Duties of the Park Owner and Manager

Park owners and their designated managers must perform specific duties required by state law.

(30) Duties include being licensed, complying with state law and local ordinances, and properly maintaining the park. (31)

### License

A manufactured home park owner must have a license from the Minnesota Department of Health or the local County Health Department. (32) This license must be conspicuously displayed in the office of the manufactured home park. (33)

A park owner or manager must apply for this license and the Department of Health must inspect the manufactured home park and grant a license if all Department of Health requirements are met. (34)

If the Commissioner of the state Department of Health denies a license application, the park owner or manager may appeal the decision. The person who is appealing the decision must request a hearing by notifying the Commissioner within 20 days after the license is denied. (35)

### Compliance with Health Regulations

If a person is injured, or threatened with injury because a health or safety rule is violated, the person may contact the Department of Health to file a complaint. The Department of Health can require the park to comply, or assist the park in correcting the violation. An injured person may also file a private lawsuit. (36)

### Attendant

An owner or attendant must maintain the park, facilities and equipment. If the park contains more than 50 lots, the park owner or the attendant must be available at all times in case of emergency. (37)

### Storm Shelters and Evacuation

Storm shelters or evacuation plans provide residents with access to safe shelter in cases of bad weather. (38) Storm shelter plans vary depending on the size of a park and when the park was originally licensed. (39)

Parks with fewer than ten homes must provide either a shelter on the premises or a plan for evacuation to a nearby shelter. (40) The plan or shelter should be developed with the assistance and approval of the park's local municipality.

Parks with ten or more homes, licensed prior to March 1, 1988, must provide either a shelter on the premises, or evacuation plans to a storm shelter close to the park. (41) The shelter or evacuation plan must have been approved by the park's local municipality by March 1, 1989, and a copy submitted to the state Department of Health. The park owner must give all residents a copy of the evacuation or shelter plan. (42)

Parks with ten or more homes, licensed after March 1, 1988, must provide a storm shelter within the park. (43)

Shelters constructed after March 1, 1988, must comply with the state building code. (44) The state Department of Administration enforces the state's building code and has jurisdiction over

the proper construction of storm shelters. The state Department of Health has jurisdiction over whether the shelter or shelter plan is adequate to meet the needs of park residents.

dent or Resident Association must make reasonable efforts to notify the owner of the emergency relief proceeding at least 24 hours in advance. (54)

## **Drains, Water Supply and Lots**

Manufactured home parks must be well drained and have an adequate supply of safe water. (45)

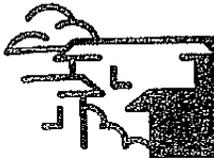
The park must make sure homes are properly placed within the park, and the lots are divided correctly. (46)

## **Tenant's Remedies Act**

The Tenant's Remedies Act allows a resident or a non-profit neighborhood organization to jointly sue a park landlord or park owner for repairs or lack of services. (47) The most common neighborhood organization formed by manufactured home park residents is a "Resident Association." Resident Associations are formed to resolve matters related to living conditions in the park. (48)

A Resident Association can demand to have an inspection done by local authorities to determine if health or housing regulations or the state building code are being violated. (49) The inspector will inform the Resident Association, in writing, of any code violations. The inspector will determine how much time the park will be allowed to correct the violations. (50) If the violations are not corrected, the owner must be given 14 days' notice before the Resident Association can take action. (51) Once proper notice has been given, an action may be brought in district court, in the county where the manufactured park is located, for existing violations. (52)

If the violation is a case of emergency (i.e., loss of running water, hot water, heat, electricity, sanitary facilities or other essential services) then a resident or Resident Association can file an emergency relief proceeding. (53) The resi-



## Rental Agreements

### Requirements of a Rental Agreement

The lease, or rental agreement, is the contract between the park owner and the resident. Leases are always negotiable. But, remember, negotiations must take place before the lease is signed by either party.

A copy of the rental agreement, the Notice required by state law, the written procedures and criteria used to evaluate a prospective tenant, and the mandatory Safety Feature Disclosure Form must be given to an applicant to review before the applicant is asked to sign them. (Text of the Notice and the Safety Feature Disclosure Form can be found on Pages 32-34) (55) The Notice required by state law and the Safety Feature Disclosure Form must be posted in a conspicuous and public location in the park. (56)

A rental agreement must meet the following criteria:

- It must be in writing. (57)
- It must be signed by the resident and the park owner or the owner's designated person. (58)
- It must specify the terms and conditions of the rental of the lot, including:
  - the location of the lot and its address or site number; (59)
  - the amount of rent per month and a statement of all personal property, services and facilities that the park owner agrees to provide to the resident; (60)
  - the rights, duties and obligations of the parties, and all rules applicable to the resident; (61)
  - the amount of any security deposit or

other financial obligation imposed on the resident by the park owner; (62) and

- the name of any person holding a security interest in the resident's home. (63)

Park owners are required to give each resident a signed copy of the rental agreement. (64) In addition, the Safety Feature Disclosure Form must be attached to the Notice. (65)

### Serving Notice

When a park owner must give notice to residents, the following is considered "proper notice":

- personal service.
- mailing the notice to the last known mailing address of the resident.
- delivering the notice to the resident's home. (The notice must be left with someone of suitable age and discretion, or placed in a secure and conspicuous location at the home).
- sending certified mail. (This is effective even if the resident refuses delivery.) (66)



## Park Rules

A park “rule” is any rental agreement provision, regulation, rule or policy established by a park owner to control or affect the behavior of residents. (67)

### Proper Rules

Under Minnesota law, park leases, rules, and regulations must:

- be written in plain language. (68)
- be reasonable. A “reasonable rule” is one that:
  - promotes the convenience and safety of the residents. It also promotes the good appearance and efficient operation of the park, protects the park premises, and fairly distributes services and facilities. (69)
  - relates to the purpose for which it is adopted. (70)
  - is not retaliatory or discriminatory in nature. (71)
  - informs residents of acceptable and unacceptable behavior. (72)

### Unreasonable Rules

Unreasonable rules are not allowed. (73) Unreasonable rules include (but are not limited to) the following:

- prohibiting a resident from putting a reasonably-sized “for sale” sign on their home. (74)
- requiring a resident to use the services of a particular dealer or broker for an in-park sale. (75)

- requiring a resident or prospective resident to buy goods or services from a particular vendor — including the park owner. (76)
- requiring more than one occupant of a home to have an ownership interest in that home. (77)

### Changes to Park Rules

A park can change or modify its rules, but the law requires that:

- the park give residents 60 days written notice before the changes take effect. (78)
- all changes be reasonable. (79)
- any new rule that “substantially modifies” previous policies can only be enforced against new residents. (80)

### Substantial Modifications to Park Rules

A substantial modification is a rule change that:

- significantly diminishes or eliminates the park owner’s material obligations. (81)
- significantly limits residents’ rights, privileges or freedom of action. (82)
- involves a significant new expense for a resident. (83)

If a new rule does not “substantially modify” a rule that was in effect when a resident signed a lease, the new rule is enforceable. (84)

The following rule change is an example of a substantial modification:

- a security deposit increase. (85)

The following are examples of rule changes that are not substantial modifications:

- a reasonable rent increase with 60 days' written notice and no more than two rent increases in 12 months. (86) (A reasonable rent increase is not a "rule" by definition.)
- a rule change required by government action. (87)
- a rule change requiring all residents to maintain their homes, sheds and other property in good repair and safe condition. (88)
- a rule change requiring total replacement of a resident's home, shed, or other property if repair is impractical, and total replacement is necessary. (89)

A park may attempt to evict a resident for violating a new or amended rule. (90) A court may consider the following factors when deciding if a new rule is a substantial modification or not:

- any new circumstances that have occurred since the original rule was adopted that make a rule change necessary. (91)
- any new benefits that residents receive because of the rule change. (92)

If a court finds the rule reasonable, and not a substantial modification of the original agreement, the court will order the resident to comply with the rule within 10 days. (93) If the resident does not comply, or violates the rule again, the resident may be evicted. (See Page 15 for eviction information.)

## Illegal Rules

Parks cannot make rules that unreasonably conflict with the following rights of residents:

- **Privacy of a resident's home.**

A park's owner or employees may only enter a resident's home to respond to an emergency or to prevent damage to the manufactured home park. (94)

The park owner or employees may come onto a manufactured home park rental lot to inspect the lot, to supply necessary or agreed upon goods, services or repairs, or to show the lot to buyers, residents, workers, contractors or mortgagees. (95) Except in the case of an emergency, the park owner or employees cannot come onto a lot at unreasonable times, or in a way that unreasonably disrupts the resident's use and enjoyment of the lot. (96)

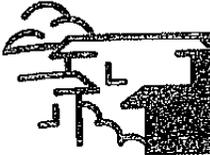
- **Guests and additions to a household.**

The park cannot require a resident to register or pay a fee for overnight or other short-term guests. (97) However, if someone comes to stay with a resident regularly or permanently, the park may require that person to apply to become a resident. (98) The park cannot deny, without good reason, an individual's application to join a household.

The park can set reasonable limits on the number of people who may permanently live in a manufactured home. (99) These limits may be based on the home's size and the number of rooms it contains. (100)

- **Freedom of expression.**

The park cannot prohibit a resident or anyone else from peacefully organizing, assembling, canvassing or distributing leaflets in the park for non-commercial purposes. But, just like a municipality, the park can set reasonable limits on the time, place and manner of these activities. Also, the park can prohibit commercial activities in the park, such as selling products door-to-door. (101)



# Fees

## Illegal Fees

The park cannot charge any fees based on:

- the number or age of the people who are living or staying with a resident. (102)
- the type of personal property, such as a washer or dryer, that a home contains. (103)
- the size of a home. (104)
- the fact a home is temporarily vacant. (105)

The law does not prevent a park owner from reducing or eliminating the rent for a resident with special needs. (106)

## Legal Fees

Manufactured home parks may charge the following fees:

- **Rental fees.**  
The park may charge a basic lot rental fee that is the same for all park households. (107) The park is allowed to charge extra for:
  - a larger lot. (108)
  - a better location. (109)
  - special services or facilities provided by the park. (110)
  - each pet a resident owns. (Up to \$4 per month may be charged per pet.) (111)
  - late rent, if this is specified in the rental agreement. (112)

The park must give residents 60 days' written notice of any rent increase. (113)

The park cannot increase the rent more than twice in 12 months. (114) Also, a rent increase is not valid if its purpose is to pay civil or criminal penalties imposed on the park owner by a court or government agency. (115)

- **Security Deposits.**

The park may require a security deposit of up to two months' rent. (116) By giving this deposit to the owner the resident is providing a guarantee that the resident will comply with the rental agreement. (117) The deposit also protects the park owner from damage caused by the resident, including damage that may occur during installation or removal of the home. (118) After the original security deposit is agreed upon, the security deposit may not be increased. (119) This would be a substantial modification of the original rental agreement and would not be enforceable. (120)

When a resident moves, the resident must leave a forwarding address with the park. The park has 21 days to return the resident's entire deposit, plus appropriate interest, or send the resident a letter explaining why some, or all, of the security deposit is being withheld. (121)

Interest Rate	Time frame
5 percent	8-1-73 to 6-30-84
5.5 percent	7-1-84 to 4-30-92
4 percent	5-1-92 to 3-21-96
3 percent	3-22-96 to present

The park may keep all, or part, of a resident's security deposit if the resident has not paid some of the rent owed or has damaged park property. (122) If the resident does not agree with the park's reason for keeping the deposit, the resident may sue the park owner in Conciliation Court to recover the money. (123) (The Attorney General's Office publishes a free guide to Conciliation Court. Contact the Office to order a copy.) In court, the park owner must justify withholding the security deposit. (124) If the judge decides the owner knew it was wrong to withhold the money (called acting in "bad faith"), then the resident may be awarded up to \$200 in additional damages. (125)

If a park owner does not provide a written explanation for keeping the deposit, then the deposit must be returned to the resident within two weeks after the resident has filed a complaint in court or the court will presume the owner is acting in "bad faith." (126)

The law does not allow residents to use their security deposit to pay rent. (127) Those residents who do may be taken to court and may have to pay the park owner the amount of rent withheld plus a penalty. (128) However, before the park owner can take a resident to court, the owner must give the resident a written demand for the rent and a notice that it is illegal to withhold it. (129)

- **Utility Fees.**

The park may charge residents for utility services that the park provides. (130) A "utility service" is defined as any electric, fuel oil, natural or propane gas, sewer, waste disposal, or water service. (131) Unless the park owner has installed measuring devices which accurately meter each household's use of a utility,

the park has to charge each household the same amount for the service. (132)

Under Minnesota law, if a park owner provides a utility service, the park owner may charge no more than:

- the rate the resident could pay directly for the same utility service in that market area; (133) or
- the rate charged within the same market area to single family dwellings. (134)

There is one exception regarding electricity. If a park owner provides electricity to residents by reselling electricity purchased from a public or municipal utility or electrical cooperative, and would lose money by following rate guidelines, the park owner may charge a higher rate. (135) This exception allows the park owner to bill residents at a rate that allows the park owner to break even. (136) However, the park owner may only charge residents the actual amount billed by the public utility or utility cooperative. Residents may not be billed for administrative, capital or other costs. (137)

- **Installation and Removal Fees.**

The park may provide and charge for home installation and removal services. (138) The park cannot require a resident to use these services unless the park offers them for free. (139) If a resident hires the park to install or remove the resident's home, the contract for this service must be in writing. (140)

- **Maintenance Fees.**

The park can charge a resident for a resident's lot maintenance if the work is required by the lease, park rules, or state or local law, and the resident does not do the work. (141) The park owner may do

the maintenance and charge the resident a reasonable cost, plus a fee of up to \$10, if: (142)

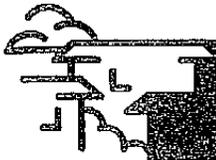
- before doing the work, the park gives the resident written notice explaining what work needs to be done, why, and a deadline. (143) The notice must explain that if the resident does not do the work by the deadline, the park will do the work and send the resident a written notice or bill. (144)
- failure to do the required maintenance endangers park facilities or other residents. In this case the park owner may give the resident a written notice requiring immediate compliance. If immediate compliance is essential, the park owner may skip the written notice and charge the resident a reasonable cost anyway. (145) The park owner has the same right to collect these charges as the owner has to collect rent owed by the resident. (146)

A written notice for work done by the park must include:

- the work performed. (147)
  - the date the work was done. (148)
  - the total cost and the way in which this cost was computed. (149)
  - the deadline for the resident's payment (this cannot be less than 30 days after the resident receives the notice). (150)
- **Processing Fees.**  
The park can charge an application processing fee, not to exceed \$25, to people who want to buy a home from a park resident and want the home to remain in the park. (151)

Under Minnesota law a park is prohibited from charging any other "entrance" or

"transfer" fees for the right to become a park resident, or for the right to sell or buy a manufactured home already located in the park. (152)



## Eviction

### Actions For Which a Resident May Be Evicted

There are eight reasons a resident can be evicted from a manufactured home park. (153) Minnesota law allows a park to ask a resident to move for the following reasons:

- **A resident is late paying rent or utility charges owed to the park.**  
The park has to give the resident, and anyone the park knows has a mortgage on the resident's home, a written notice ten days before taking action. (154) Either the resident or the mortgage-holder must pay the amount due within the ten days, or the park can ask the resident to move. (155)
- **A resident fails to comply with a law or government rule relating to manufactured home parks.**  
The park must write to the resident and explain what the resident is doing wrong. (156) The resident must then begin obeying the law or regulation within the time allowed or within a reasonable amount of time. (157)
- **A resident breaks the terms of the lease or the park's rules.**  
The park must provide a resident with written notice of the problem which specifies the date, time and nature of the alleged rule violation. (158) The resident must comply with the lease or rules within 30 days after receiving the written notice. (159) This 30-day timeframe does not apply to nonpayment of rent. (160) Nonpayment of rent requires compliance within 10 days after the resident receives written notice. (161)
- **A resident repeatedly breaks important terms of the lease or park rules, or repeatedly breaks laws or governmental rules relating to manufactured home parks.**  
The park has to give a resident written notice of the violations and a written warning that any future violation could result in eviction. (162) If the resident commits a violation within six months of receiving the notice, the park can ask the resident to move immediately. (163)  
  
For example, if a resident breaks important park rules, gets a 30-day warning, obeys the rules for 30 days, breaks the rules again, and gets another warning, then the park may give the resident written notice that future violations will be cause for eviction. If the resident then commits another serious violation within six months, the park can ask the resident to move. (164)
- **A resident does something in the manufactured home park that endangers other residents or park personnel, seriously damages park property, or substantially annoys other residents.**  
The park can give a resident written notice and ask the resident to move within 30 days. (165) The notice must state the time, date and nature of the annoyance, damage or endangerment. (166) The park may ask a resident to move immediately if the resident again endangers or substantially annoys people or seriously damages park property after

the resident has received the 30-day notice. (167) The park owner does not need to produce evidence of a criminal conviction to evict a resident. (168)

- **All or part of the manufactured home park is going to close.**

The owner must give residents nine months advance notice before the park will close. (169) The park owner has additional responsibilities to residents when closing a park. (170) If part of the park will remain open, a resident has the right to move within the park, providing a lot is available and the home fits the size and zoning of the lot. (171)

If the park is converting to a condominium, residents have additional rights under Minnesota law. (172) The nine-month advance notice must tell residents the park is closing to convert to a condominium. (173) Additionally, 120 days before the end of the nine months, the park owner must serve residents with a purchase agreement for the sale of a condominium. (174) Condominium sales are governed by Minnesota Statute § 515A.4-110(b) (1998). (175)

- **The park owner is making improvements to the park that will substantially benefit the health and safety of the residents and it is necessary to remove a resident's home to complete the work.**

The park must give residents who will be affected written notice 90 days before work will begin. This notice must explain how the improvements will benefit the residents. (176) Residents have the right to move within the park, if the homes fit the size and zoning of the available lots. (177)

- **A resident gives false information in the lease application.**

The park can ask a resident to move immediately if the resident has given false information in the lease application. However, a park may only evict residents for this reason if the park acts within one year of the date the resident started to pay rent. (178)

If the park asks a resident to move, but the resident feels he or she has a legal right to stay, the resident can refuse to move. (179) In order to evict a resident the park must go to court. (180) If the court decides in favor of the park, the court will order the resident to move. (181)

## Defenses to Eviction

There are four defenses a resident can use to respond to a park owner's eviction action. (182) These include:

- A resident being evicted for nonpayment of rent has a defense if the money owed is being charged illegally by the park owner. (183)
- A resident being evicted for nonpayment of rent has a defense if a park owner did not give proper notice of a rent increase, or increased the rent more than two times in 12 months. (184)
- A resident being evicted due to a rule violation has a defense if the rule is unreasonable. (185)
- A resident being evicted because the landlord is retaliating may use the landlord's retaliation as a defense. (186)

## Right to Redemption

A resident has a right to redemption up to two times each year. (187) This means a resident evicted for nonpayment of rent may stay in the park if the resident pays all money owed to the

park, including rent and attorney's fees. (188) A park owner who has given proper eviction notice does not waive the notice by accepting rent. (189)

If the park tries to evict a resident within 90 days after the resident has taken any of these actions, the park has to prove in court that the eviction was not retaliatory. Even after 90 days have passed, if the resident can show evidence that the reason for the eviction is retaliation, the burden is on the park to prove otherwise. (198)

## Eviction Proceedings

To evict a resident, a park owner or a court must issue a "Writ of Restitution," or a "Conditional Writ." (190) These writs provide different timelines for eviction:

- Under a Writ of Restitution a resident must be allowed a reasonable period of time (up to seven days) to arrange to remove the resident's home from the lot. (191)
- Under a Conditional Writ a resident must be allowed to reside in the park for a reasonable period (up to seven days). However, the resident's home is allowed to remain on the lot for 60 days to allow for an in-park sale of the home. (192)

## Parks Cannot Retaliate

A park owner cannot retaliate against a resident for making a good faith effort to exercise the resident's rights. (193) The park cannot increase rent, decrease services, change the rental agreement, evict the resident, or threaten to do any of these things simply because a resident has:

- complained in good faith to the park owner or to a government agency or official. (194)
- attempted in good faith to exercise rights under the lease, park rules or any law or government rule. (195)
- participated in the activities of a resident association. (196) Resident associations are organized for the purpose of resolving matters relating to living conditions in the park. (197)



## In-Park Sale of a Manufactured Home

An in-park sale occurs when a resident sells the resident's home to a buyer who wants the home to remain in the same park. (199) A resident has the right to sell the home within the park regardless of the home's age.

The park cannot:

- charge more than a \$25 application processing fee when a resident wants to sell a home within the park. (200)
- require a resident to sell the home to the park. (201)
- require a resident to use the park as a listing or selling agent. (202) If a park owner is licensed as a dealer, a park owner may agree in writing to broker the in-park sale of a resident's home. (203)

The park can:

- charge up to \$25 for processing a prospective buyer's application to become a resident. (204)
- allow a home to remain vacant for 90 days or longer as specified by park rules. (205)
- require rent to be paid on time and the lot to be properly maintained. (206)
- approve a buyer as a resident. (207)

When selling a home through a broker, the broker must be a licensed manufactured home dealer or a licensed real estate broker. (208) A resident can sell the home they own and live in. No person may sell a manufactured home made after July 1, 1972, unless the home complies with the manufactured home building code. (209)

If a home or lot does not meet existing park rules, the park can require the owner to follow the rules before the park approves the sale of the home. (210) However, the park cannot, as a condition of sale, impose a new rule that requires major or expensive changes unless a part of the home or shed is so dilapidated that total replacement is necessary. (211)

### Park's Approval of A Buyer For Residency

The park has the right to approve a buyer as a resident. (212) The seller must tell the prospective buyer, in writing, that the sale is subject to final approval by the park. (213)

When the prospective buyer seeks to become a resident, the park owner may require the prospective buyer to submit certain information. (214) The required information may include:

- the purchase price of the home. (215)
- the amount of monthly payments on the home. (216)
- any relevant documentation necessary to verify the information. (217)
- the creditworthiness of the prospective buyer. (218)

The park must comply with the following when processing a buyer's application:

- The park must explain, in writing, its decision-making process for approving or rejecting new residents. (219)
- The park must make copies of this explanation available without charge and include a copy with rental applications. (220)

- The written policies for approving or rejecting residents must be reasonable and apply uniformly to all applicants. (221)
  - If the park owner requires a personal interview, the park owner must be available for interviews at reasonable times. (222)
  - The park must make a decision within 14 days after receiving the buyer's completed application. If a delay occurs, the park must give the seller and the buyer a written explanation and make a decision as soon as possible. (223)
  - The park cannot be any stricter in approving a prospective buyer than it is in approving other prospective residents. (224)
  - If the park denies a buyer's application, the denial must be reasonable. (225) The park owner cannot deny residency to a prospective buyer for any reason prohibited by federal, state or local law. (226)
  - If a buyer gives the park a written request for an explanation of the park's decision, the park must provide it within three days. (227)
- State Building Code. (231)
  - Proper exit windows that meet the standards of the American National Standard Institute, 1972 Standard A119.1, must be installed in the home within one year of the sale. (232)
  - Aluminum electrical wiring must conform with the Consumer Product Safety Commission's recommendations; Gypsum board lining or similar fire-resistant material must be installed in the furnace enclosure and hot water heater compartment; any wood stove or fireplace must be properly installed; and blocking supports must be provided if old supports do not meet state and federal standards. These repairs must be done within three years of buying the home. (233)

Before beginning work, home owners should find out what local or state building codes apply and be sure to obtain the proper permits before installing safety features.

Following installation of the necessary safety features, and before approval of an in-park sale, the buyer must have the home inspected by a building inspector. (234) The inspector will make sure the home complies with maintenance standards. (235) The resident must get a certificate of inspection from the inspector and give the certificate to the park owner. The inspector may charge up to \$50 for the inspection. (236) The park owner may not charge a fee for this inspection. (237) The park owner may require a resident or prospective buyer to take action necessary to bring the lot or home into compliance. (238)

The park owner may require a prospective buyer to agree to rules different from those that applied to the resident who is selling the home. (239) However, the park owner cannot enforce any rule adopted or amended after the resident entered into the rental agreement that would:

## Safety Disclosure and Repairs

To sell a manufactured home within the park, the seller must fill out a Safety Feature Disclosure Form (See Appendix Form 2) and give it to prospective buyers. (228) A park owner must provide a resident with a copy of this form upon request. (229)

As this Safety Feature Disclosure Form indicates, Minnesota law requires anyone who buys a manufactured home through an in-park sale to make certain repairs: (230)

- Within 30 days of purchasing the home, the buyer must install smoke detectors and fire extinguishers as required by the Minnesota State Health Department and

- significantly increase the difficulty or time involved in selling the home. (240)
- significantly decrease the price at which the home can be sold. (241)
- involve any other significant cost for either the resident or buyer, except the cost to bring the home into compliance with preexisting maintenance rules. (242) However, if a home, shed, or other structure has become so dilapidated that repair is impractical and total replacement is necessary, the park may require replacement. (243)

Buyers who do not comply with these requirements are in violation of park rules. (244)

## Rights of Repossessing Parties

A manufactured home can be repossessed under two circumstances:

- if a resident defaults on a security agreement that holds the manufactured home as collateral. (245)
- if a resident defaults on the security agreement for the manufactured home itself. (246)

The party repossessing the home has the right to sell the home through an in-park sale if the following conditions are met:

- After repossessing the home the secured party must notify the park owner that the home has been repossessed. (247)
- The park owner must receive this notice before the park owner has begun eviction proceedings. (248)
- The secured party must pay up to three months of the resident's past due rent. (249) This liability for past rent does not include late fees. (250)
- The secured party must make monthly rent payments until the park owner

approves a buyer for the repossessed home. (251)

- The secured party must comply with all park rules relating to lot and home maintenance. (252)

A secured party offering a home for an in-park sale may be evicted for the same reasons a resident could be evicted. (253)

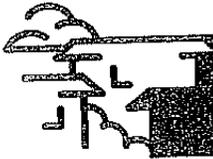
To repossess a home, the reposessor must bring the resident to court in the county where the home is located, rather than any county the reposessor might choose. (254)

## Removal of a Home After Repossession

When a secured party repossesses a manufactured home and removes the home from the park, the secured party owes the park owner rent for the period beginning with repossession and ending on the last calendar day of the month the home is removed. (255) However, the secured party would not owe past due rent prior to the time the secured party accepted voluntary repossession or took action if: (256)

- Within seven days after accepting repossession, the secured party notifies the park owner in writing that the home is being repossessed. (257)
- The secured party pays each month's lot rent as it becomes due. (258)
- The secured party removes the home from the park within seven days after repossessing it. (259)

If the secured party fails to meet any of these conditions, the secured party would owe the park owner up to three months of past due rent, excluding late fees or other charges. (260)



## Park Closing

A park owner must follow certain steps before closing a park. (261) The park owner must provide a "closure statement" to the local planning agency and each resident nine months before the planned closing. (262) The "closure statement" says the park is closing, lists replacement housing within 25 miles of the park, and gives cost estimates for moving homes from the park. (263)

A public hearing will be held to review the closure statement and determine the impact of the park closing. (264) The municipality must mail residents a notice, at least ten days before the hearing, stating the time, place, and purpose of the hearing. (265) Residents may not be required to move until 60 days after the conclusion of the public hearing. (266) The park owner may have to pay reasonable relocation costs to the displaced residents. (267) In some instances, the municipality may have other parties, including the municipality, pay relocation costs for the displaced residents. (268) A "displaced resident" includes residents and members of the resident's household as of the date the closure statement is submitted. (269)

If a person purchasing a manufactured home park intends to close or change it within one year of the purchase agreement, the person must notify the park owner in writing. (270) The park owner must then give each resident a 45-day notice of the purchaser's intent to close or convert the park. (271) The 45-day written notice must:

- state the park owner will provide information on the price, terms and conditions of the buyer's offer. (272)
- be sent by first class mail to all residents. (273)

- indicate that the notice to residents begins on the postmark date and runs for 45 days. (274)

During the notice period, 51 percent of the residents in the park may work together to meet the buyer's cash price and purchase the park themselves to keep it as a manufactured housing community. (275) The park owner must accept the counter offer from the residents if it meets the cash price of the first offer. (276)

### Notice of Sale

If a park owner is selling a manufactured home park and advertising it for sale through a publication, newspaper or Realtor, the park owner must, at the same time, give a written notice to all residents of the park. (277) If time is required to sell the park, the owner is only required to provide residents with written notice once each year. (278)



## For More Information

This section is designed to provide additional resources to manufactured home park owners, managers, residents and dealers. The following agencies provide varying services to those involved with manufactured home parks.

### General Resources

*For a copy of "The Manufactured Home Parks Handbook," or assistance with a consumer complaint or problem:*

#### **Attorney General's Office**

Consumer Division  
1400 NCL Tower  
445 Minnesota St.  
St. Paul, MN 55101  
(651) 296-3353  
1-800-657-3787  
TTY: (651) 297-7206  
TTY: 1-800-366-4812

*Brochure available:*

#### **All Parks Alliance for Change (APAC)**

2395 University Ave. W.  
St. Paul, MN 55114  
(651) 644-5525  
Fax (651) 642-0060

*Brochure available:*

#### **Minnesota Manufactured Housing Association**

1540 Humboldt Avenue, Suite 205  
St. Paul, MN 55118  
(651) 450-4700

*Complaint information about retail sales of manufactured homes, dealers, manufacturers, and parks; brochure available:*

#### **Better Business Bureau**

2706 Gannon Road

St. Paul, MN 55116  
(651) 699-1111  
1-800-646-6222

### Conciliation Courts

*Currently, claims of up to \$7,500 may be brought in Conciliation Court; brochures and forms are available from individual courts:*

Aitkin .....	(218) 927-7356
Anoka .....	(763) 422-7376
Becker .....	(218) 846-7305
Beltrami .....	(218) 759-4128
Benton .....	(320) 968-5205
Big Stone .....	(320) 839-2536
Blue Earth .....	(507) 389-8100
Brown .....	(507) 233-6670
Carlton .....	(218) 384-9139
Carver .....	(952) 361-1420
Cass .....	(218) 547-7200
Chippewa .....	(320) 269-7774
Chisago .....	(651) 213-0388
Clay .....	(218) 299-5065
Clearwater .....	(218) 694-6177
Cook .....	(218) 387-3000
Cottonwood .....	(507) 831-4551
Crow Wing .....	(218) 824-1310
Dakota (Apple Valley) .....	(952) 891-7256
Dakota (Hastings) .....	(651) 437-8100
Dakota (S. St. Paul) .....	(651) 451-1791
Dodge .....	(507) 635-6260
Douglas .....	(320) 762-3033
Faribault .....	(507) 526-6273
Fillmore .....	(507) 765-3356
Freeborn .....	(507) 377-5153
Goodhue .....	(651) 267-4900
Grant .....	(218) 685-4825
Hennepin .....	(612) 348-2602
Houston .....	(507) 725-5806

Hubbard ..... (218) 732-5286  
 Isanti ..... (763) 689-2292  
 Itasca ..... (218) 327-2870  
 Jackson ..... (507) 847-4400  
 Kanabec ..... (320) 679-6400  
 Kandiyohi ..... (320) 231-6206  
 Kittson ..... (218) 843-3632  
 Koochiching ..... (218) 283-1160  
 Lac Qui Parle ..... (320) 598-3536  
 Lake ..... (218) 834-8330  
 Lake of the Woods ..... (218) 634-1451  
 Le Sueur ..... (507) 357-2251  
 Lincoln ..... (507) 694-1505  
 Lyon ..... (507) 537-6734  
 Mahnomen ..... (218) 935-2251  
 Marshall ..... (218) 745-4816  
 Martin ..... (507) 238-3205  
 McLeod ..... (320) 864-1284  
 Meeker ..... (320) 693-5230  
 Mille Lacs ..... (320) 983-8313  
 Morrison ..... (320) 632-0327  
 Mower ..... (507) 437-9465  
 Murray ..... (507) 836-6163 x134  
 Nicollet ..... (507) 931-6800  
 Nobles ..... (507) 372-8263  
 Norman ..... (218) 784-5458  
 Olmsted ..... (507) 285-8108  
 Otter Tail ..... (218) 739-2271  
 Pennington ..... (218) 683-7023  
 Pine ..... (320) 629-5692  
 Pipestone ..... (507) 825-6730  
 Polk ..... (218) 281-2332  
 Pope ..... (320) 634-5222  
 Ramsey ..... (651) 266-8230  
 Red Lake ..... (218) 253-2996  
 Redwood ..... (507) 637-4020  
 Renville ..... (320) 523-3680  
 Rice ..... (507) 332-6107  
 Rock ..... (507) 283-5020  
 Roseau ..... (218) 463-2541  
 Scott ..... (952) 496-8200  
 Sherburne ..... (763) 241-2800  
 Sibley ..... (507) 237-4051  
 St. Louis ..... (218) 726-2544  
 Stearns ..... (320) 656-3620  
 Steele ..... (507) 444-7700  
 Stevens ..... (320) 589-7289

Swift ..... (320) 843-2744  
 Todd ..... (320) 732-7800  
 Traverse ..... (320) 563-4343  
 Wabasha ..... (651) 565-3012  
 Wadena ..... (218) 631-7633  
 Waseca ..... (507) 835-0540  
 Washington ..... (651) 430-6362  
 Watonwan ..... (507) 375-1236  
 Wilkin ..... (218) 643-7172  
 Winona ..... (507) 457-6385  
 Wright ..... (763) 682-7548  
 Yellow Medicine ..... (320) 564-3325

## Building Codes

*To find out more about warranties, sales, construction, and building codes:*

### Minnesota Department of Administration

Building Codes and Standards Division

Manufactured Structures Section

408 Metro Square

121 East 7th Place

St. Paul, MN 55101

(651) 296-4639

## Home and Park Licensing

*Local counties may also do licensing:*

### Minnesota Department of Health

Environmental Health Services

Metro Square Building

121 East 7th Place

P.O. Box 64975

St. Paul, MN 55164-0975

(651) 215-0865

## Legal Aid Services

*Legal Aid Services provide legal assistance to financially disadvantaged persons. Each Legal Aid office has criteria to determine when a person qualifies for legal assistance at minimum to no cost. Some Legal Aid offices provide assistance only within certain areas of the state*

*or to certain groups of individuals — see specific listings for more information. Brochures and other resources may be obtained at most Legal Aid offices:*

**Legal Aid Service of  
Northeastern Minnesota**

**Administrative office  
Duluth**

424 West Superior Street, Suite 302  
Duluth, MN 55802  
(218) 726-4800  
TTY: (218) 726-4826  
1-800-622-7266  
(Serves Carlton, Cook, Kanabec, Lake, Pine and southern St. Louis counties)

**Local offices**

**Baxter**

Westport Shopping Center  
1342 Highway 210 West  
Baxter, MN 56425-7997  
(218) 829-1701 (voice and TTY)  
1-800-933-1112  
(Serves Aitkin, Cass, and Crow Wing counties)

**Grand Rapids**

201 Fourth Street N.W.  
Grand Rapids, MN 55744  
(218) 327-8857  
1-800-708-6695 (voice and TTY)  
(Serves Itasca and Koochiching counties)

**Pine City**

235 South Sixth Street  
Pine City, MN 55063  
(320) 629-7166  
1-800-382-7166 (voice and TTY)  
(Serves Kanabec and Pine counties)

**Virginia**

Olcott Plaza  
820 North Ninth Street, Suite 150  
Virginia, MN 55792  
(218) 749-3270  
1-800-886-3270 (voice and TTY)  
(Serves northern St. Louis County)

**Legal Services of Northwest Minnesota**

**Alexandria Legal Services**

1114 Broadway  
Alexandria, MN 56308  
(320) 762-0663  
1-800-450-2552  
(Serves Douglas, Grant, Otter Tail, Pope, Stevens, Traverse and Wadena [no seniors])

**Bemidji**

215 Fourth Street N.W.  
P.O. Box 1883  
Bemidji, MN 56619  
(218) 751-9201  
1-800-450-9201  
(Serves Beltrami, Clearwater, Hubbard, Lake of the Woods and Mahnommen counties)

**Moorhead**

1015 Seventh Avenue North  
P.O. Box 838  
Moorhead, MN 56560  
(218) 233-8585  
1-800-450-8585  
(Serves Becker, Clay, Kittson, Marshall, Norman, Pennington, Polk, Red Lake, Roseau and Wilkin counties)

**Anishinabe Legal Services**

Box 157  
Cass Lake, MN 56633  
(218) 335-2223  
1-800-422-1335  
(Serves Indian and non-Indian residents of Leech Lake, Red Lake and White Earth Reservations)

**Judicare of Anoka County**

1201 89th Avenue N.E., Suite 310  
Blaine, MN 55434  
(763) 783-4970

## **Mid-Minnesota Legal Assistance**

### **Cambridge**

East Central Legal Service  
176 North Buchanan  
Cambridge, MN 55008  
(763) 689-2849  
1-800-622-7772  
(Serves Chisago and Isanti counties; also serves senior citizens in Anoka, Kanabec, Mille Lacs and Pine counties)

### **St. Cloud**

St. Cloud Area Legal Services  
830 West St. Germain, Suite 300  
St. Cloud, MN 56302  
(320) 253-0121 (voice and TTY)  
1-888-360-2889 (voice and TTY)  
(Serves Benton, Mille Lacs, Morrison, Sherburne, Stearns, Todd and Wright counties)

### **Willmar**

P.O. Box 1866  
Willmar, MN 56201-1866  
(320) 235-9600  
TTY: (320) 235-9602  
1-888-360-3666  
(Serves Big Stone, Chippewa, Kandiyohi, Lac Qui Parle, Lincoln, Lyon, Meeker, Renville, Swift and Yellow Medicine counties)

## **Legal Aid Society of Minneapolis**

### **Downtown Minneapolis**

430 First Avenue North, Suite 300  
Minneapolis, MN 55401-1780  
(612) 332-1441  
TTY: (612) 332-4668  
(Serves Hennepin County)

### **North Minneapolis**

1206 42nd Avenue  
Minneapolis, MN 55412  
(612) 588-2099  
(Serves North and Northeast Minneapolis)

## **South Minneapolis**

2929 Fourth Avenue South, Suite 201  
Minneapolis, MN 55408  
(612) 827-3774  
TTY: (612) 827-1491  
(Serves South Minneapolis)

## **Legal Assistance of Olmsted County**

1812 Second Avenue S.W.  
Rochester, MN 55902  
(507) 287-2036

## **Southern Minnesota Regional Legal Services**

### **Administrative office**

**St. Paul**  
700 Minnesota Building  
46 East Fourth Street  
St. Paul, MN 55101  
(651) 228-9823

### **Local offices**

**Albert Lea**  
132 North Broadway  
Albert Lea, MN 56007  
(507) 377-2831  
1-800-223-0280  
(Serves Faribault, Freeborn, Mower, Rice and Steele counties)

## **Immigrant Law Center of Minnesota**

### **OFICINA LEGAL**

193 East Robie Street, Suite 1  
St. Paul, MN 55107  
(651) 291-0110  
1-800-223-1368 (clients only)  
(Limited advice and representation in housing matters)

### **Mankato**

12 Civic Center Plaza, Suite 3000  
Mankato, MN 56002-3304  
(507) 387-5588  
1-800-247-2299 (clients only)  
TTY: (507) 388-8462  
(Serves Blue Earth, Brown, Martin, McLeod, Nicollet, Le Sueur, Sibley, Waseca and Watonwan counties)

**Prior Lake**

16174 Main Avenue  
Prior Lake, MN 55372  
(952) 440-1040  
(Serves Carver, Dakota and Scott counties)

**St. Paul**

300 Minnesota Building  
46 East Fourth Street  
St. Paul, MN 55101  
(651) 222-4731 (new legal problems)  
(651) 222-5863  
(Serves Ramsey and Washington counties)

**St. Paul**

**East Side and Native American Outreach**  
579 Wells Street  
St. Paul, MN 55101  
(651) 771-4455  
(Serves Ramsey & Washington counties)

**Winona**

66 East Third Street  
P.O. Box 1266  
Winona, MN 55987  
(507) 454-6660  
1-800-372-8168  
(Serves Dodge, Fillmore, Goodhue, Houston,  
Olmsted, Wabasha and Winona counties)

**Worthington**

421 Tenth Street  
Worthington, MN 56187  
(507) 372-7368  
1-800-233-0023  
(Serves Cottonwood, Jackson, Murray, Nobles,  
Pipestone, Redwood and Rock counties)

**Legal Services Advocacy Project**

Midtown Commons  
2324 University Avenue West, Suite 101  
St. Paul, MN 55114  
(651) 222-3749

**Legislature**

*Contact your legislators if you have questions  
about changes in the law or wish to propose  
changes to state law:*

**House Information**

(651) 296-2146

**Senate Information**

(651) 296-0504

**Mediation and Dispute  
Resolution**

*The following agencies provide Alternative  
Dispute Resolution mechanisms for resolving  
problems. The costs and fees vary:*

**Alternative Dispute Resolution Services**

1421 S.E. Third Avenue  
Rochester, MN 55904-7947  
(507) 287-2249

**Dispute Resolution Center**

974 West Seventh Street  
St. Paul, MN 55102  
(651) 292-7791  
(Serves Ramsey County and east metro area)

**Mediation Services for Anoka County**

2520 Coon Rapids Boulevard, Suite 100  
Coon Rapids, MN 55433  
(612) 422-8878  
(Serves Anoka County)  
Mid-Minnesota Legal Assistance

**Minneapolis Mediation Program**

310 East 38th Street  
Suite 221  
Minneapolis, MN 55409  
(612) 822-9883  
(Serves Minneapolis and the village of St.  
Anthony)

**North Hennepin Mediation Program Inc.**

3300 County Road 10, Suite 212  
Brooklyn Center, MN 55429  
(612) 561-0033  
(Serves northern and northwestern portions of Hennepin County)

**U.S. Department of Housing and Urban Development (HUD)**

*Provides brochures and housing programs. HUD also handles most low-income public housing assistance claims and programs:*

**HUD**

451 7th St. S.W., Suite B133  
Washington D.C. 20410  
(612) 370-3000

**U.S. Department of Veteran's Affairs**

*Provides information, loans and insurance to veterans who wish to purchase manufactured homes:*

**Department of Veterans Affairs**

810 Vermont Ave. N.W.  
Washington D.C. 20420  
1-800-827-1000

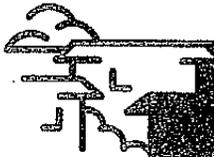
**Statutory Cites**

- 1 Minn. Stat. § 327C.02 subd. 4 (2002).
- 2 Minn. Stat. § 327B.04 subd. 1 (2002).
- 3 Minn. Stat. § 327B.09 subd. 3 (2002).
- 4 Minn. Stat. § 327B.04 subd. 1 (2002);  
Minn. Stat. § 327B.04 subd. 5 (2002).
- 5 Minn. Stat. § 327B.04 subd. 3 (2002).
- 6 Minn. Stat. § 327B.04 subd. 6 (2002).
- 7 Minn. Stat. § 327B.04 subd. 1 (2002).
- 8 Minn. Stat. § 327B.05 subd. 1 (2002).
- 9 Minn. Stat. § 327B.02 subd. 1 (2002).
- 10 Minn. Stat. § 327B.02 subd. 1 (2002).
- 11 Minn. Stat. § 327B.02 subd. 2 (2002).
- 12 Minn. Stat. § 327B.03 subd. 1 (2002).
- 13 Minn. Stat. § 327B.03 subd. 2 (2002).
- 14 Minn. Stat. § 327B.03 subd. 3 (2002).
- 15 Minn. Stat. § 327.32 (2002).
- 16 Minn. Stat. § 327.31 subd. 3 (2002).
- 17 Minn. Stat. § 327.31 subd. 3 (2002).
- 18 Minn. Stat. § 327.32 subd. 1(b) (2002).
- 19 Minn. Stat. § 327.32 subd. 1(a) (2002).
- 20 Minn. Stat. § 327.32 subd. 1 (2002).
- 21 Minn. Stat. § 327.32 subd. 3 (2002).
- 22 Minn. Stat. § 327.34 (2002).
- 23 Minn. Stat. § 327.33 subd. 1 (2002).
- 24 Minn. Stat. § 327.33 subd. 2 (2002).
- 25 Minn. Stat. § 327.33 subd. 4 (2002).
- 26 Minn. Stat. § 327.33 subd. 5 (2002).
- 27 Minn. Stat. § 327.34 subd. 1•(d) (2002).
- 28 Minn. Stat. § 327.34 subd. 1(d), (e)  
(2002).
- 29 Minn. Stat. § 327.35 (2002).
- 30 Minn. Stat. § 327C (2002).
- 31 Minn. Stat. § 327C (2002).
- 32 Minn. Stat. § 327.15 (2002); Minn. Stat.  
§ 327.16 (2002).
- 33 Minn. Stat. § 327.15 (2002).
- 34 Minn. Stat. § 327.16 subd. 3 (2002).
- 35 Minn. Stat. § 327.16 subd. 6 (2002);  
Minn. Stat. § 144.99 subd. 10 (2002).
- 36 Minn. Stat. § 327.14-.28 (2002).
- 37 Minn. Stat. § 327.20 subd. 1(1) (2002).
- 38 Minn. Stat. § 327.20 subd. 1(6), (7)  
(2002).

39	Minn. Stat. § 327.20 subd. 1(6), (7) (2002).	82	Minn. Stat. § 327C.01 subd. 11(b) (2002).
40	Minn. Stat. § 327.20 subd. 1(6) (2002).	83	Minn. Stat. § 327C.01 subd. 11(c) (2002).
41	Minn. Stat. § 327.20 subd. 1(7) (2002).	84	Minn. Stat. § 327C.02 subd. 2 (2002).
42	Minn. Stat. § 327C.01 subd. 1c (2002).	85	Minn. Stat. § 327C.02 subd. 2 (2002).
43	Minn. Stat. § 327.205 (2002).	86	Minn. Stat. § 327C.06 (2002).
44	Minn. Stat. § 327.205 (2002).	87	Minn. Stat. § 327C.02 subd. 2 (2002).
45	Minn. Stat. § 327.20 subd. 1(2), 1(4) (2002).	88	Minn. Stat. § 327C.02 subd. 2 (2002).
46	Minn. Stat. § 327.20 subd. 1(3) (2002).	89	Minn. Stat. § 327C.02 subd. 2 (2002).
47	Minn. Stat. § 566.20 (2002).	90	Minn. Stat. § 327C.09 subd. 4 (2002).
48	Minn. Stat. § 327C.01 subd. 9a (2002).	91	Minn. Stat. § 327C.02 subd. 2(a) (2002).
49	Minn. Stat. § 566.19 (2002).	92	Minn. Stat. § 327C.02 subd. 2(b) (2002).
50	Minn. Stat. § 566.19 subd. 2 (2002).	93	Minn. Stat. § 327C.02 subd. 2a (2002).
51	Minn. Stat. § 566.19 subd. 4 (2002).	94	Minn. Stat. § 327C.14 subd. 1 (2002).
52	Minn. Stat. § 566.20 (2002).	95	Minn. Stat. § 327C.14 subd. 2 (2002).
53	Minn. Stat. § 566.205 (2002).	96	Minn. Stat. § 327C.14 subd. 2 (2002).
54	Minn. Stat. § 566.205 subd. 9 (2002).	97	Minn. Stat. § 327C.03 subd. 3 (2002).
55	Minn. Stat. § 327C.02 subd. 1, 5 (2002); Minn. Stat. § 327C.07 subd. 3a (2002).	98	Minn. Stat. § 327C.01 subd. 9 (2002).
56	Minn. Stat. § 327C.02 subd. 5 (2002):	99	Minn. Stat. § 327C.05 subd. 4 (2002).
57	Minn. Stat. § 327C.02 subd. 1 (2002).	100	Minn. Stat. § 327C.05 subd. 4 (2002).
58	Minn. Stat. § 327C.02 subd. 1 (2002).	101	Minn. Stat. § 327C.13 (2002).
59	Minn. Stat. § 327C.02 subd. 1(a) (2002).	102	Minn. Stat. § 327C.03 subd. 3 (2002).
60	Minn. Stat. § 327C.02 subd. 1(b) (2002).	103	Minn. Stat. § 327C.03 subd. 3 (2002).
61	Minn. Stat. § 327C.02 subd. 1(c) (2002).	104	Minn. Stat. § 327C.03 subd. 3 (2002).
62	Minn. Stat. § 327C.02 subd. 1(d) (2002).	105	Minn. Stat. § 327C.03 subd. 3 (2002).
63	Minn. Stat. § 327C.02 subd. 1(e) (2002).	106	Minn. Stat. § 327C.03 subd. 3 (2002).
64	Minn. Stat. § 327C.01 subd. 1c (2002); Minn. Stat. § 327C.02 subd. 1 (2002).	107	Minn. Stat. § 327C.03 subd. 1 (2002); Minn. Stat. § 327C.03 subd. 3 (2002).
65	Minn. Stat. § 327.07 subd. 3a (2002).	108	Minn. Stat. § 327C.03 subd. 3 (2002).
66	Minn. Stat. § 327C.02 subd. 3 (2002).	109	Minn. Stat. § 327C.03 subd. 3 (2002).
67	Minn. Stat. § 327C.01 subd. 10 (2002).	110	Minn. Stat. § 327C.03 subd. 3 (2002).
68	Minn. Stat. § 325G.31 (2002).	111	Minn. Stat. § 327C.03 subd. 3 (2002).
69	Minn. Stat. § 327C.01 subd. 8(a) (2002).	112	Minn. Stat. § 327C.03 subd. 3 (2002).
70	Minn. Stat. § 327C.01 subd. 8(b) (2002).	113	Minn. Stat. § 327C.06 subd. 1 (2002).
71	Minn. Stat. § 327C.01 subd. 8(c) (2002).	114	Minn. Stat. § 327C.06 subd. 3 (2002).
72	Minn. Stat. § 327C.01 subd. 8(d) (2002).	115	Minn. Stat. § 327C.06 subd. 2 (2002).
73	Minn. Stat. § 327C.05 subd. 1 (2002).	116	Minn. Stat. § 327C.03 subd. 4 (2002).
74	Minn. Stat. § 327C.05 subd. 2(a) (2002).	117	Minn. Stat. § 327C.03 subd. 4 (2002).
75	Minn. Stat. § 327C.05 subd. 2(c) (2002).	118	Minn. Stat. § 327C.03 subd. 4 (2002).
76	Minn. Stat. § 327C.05 subd. 2(b) (2002).	119	Minn. Stat. § 327C.02 subd. 2 (2002).
77	Minn. Stat. § 327C.05 subd. 2(d) (2002).	120	Minn. Stat. § 327C.02 subd. 2 (2002); Minn. Stat. § 327C.03 subd. 4 (2002); Minn. Stat. § 504.20 (2000).
78	Minn. Stat. § 327C.02 subd. 2 (2002).	121	Minn. Stat. § 327C.03 subd. 4 (2002); Minn. Stat. § 504.20 (2002).
79	Minn. Stat. § 327C.02 subd. 2 (2002).	122	Minn. Stat. § 327C.03 subd. 4 (2002); Minn. Stat. § 504.20 (2002).
80	Minn. Stat. § 327C.02 subd. 2 (2002).		
81	Minn. Stat. § 327C.01 subd. 11(a) (2002).		

- 123 Minn. Stat. § 327C.03 subd. 4 (2002);  
Minn. Stat. § 504.20 (2002).
- 124 Minn. Stat. § 327C.03 subd. 4 (2002);  
Minn. Stat. § 504.20 (2002).
- 125 Minn. Stat. § 327C.03 subd. 4 (2002);  
Minn. Stat. § 504.20 (2002).
- 126 Minn. Stat. § 327C.03 subd. 4 (2002);  
Minn. Stat. § 504.20 (2002).
- 127 Minn. Stat. § 327C.03 subd. 4 (2002);  
Minn. Stat. § 504.20 (2002).
- 128 Minn. Stat. § 327C.03 subd. 4 (2002);  
Minn. Stat. § 504.20 (2002).
- 129 Minn. Stat. § 327C.03 subd. 4 (2002);  
Minn. Stat. § 504.20 (2002).
- 130 Minn. Stat. § 327C.04 subd. 1 (2002).
- 131 Minn. Stat. § 327C.01 subd. 12 (2002).
- 132 Minn. Stat. § 327C.04 subd. 2 (2002).
- 133 Minn. Stat. § 327C.04 subd. 3(a) (2002).
- 134 Minn. Stat. § 327C.04 subd. 3(b) (2002).
- 135 Minn. Stat. § 327C.04 subd. 4 (2002).
- 136 Minn. Stat. § 327C.04 subd. 4 (2002).
- 137 Minn. Stat. § 327C.04 subd. 4 (2002).
- 138 Minn. Stat. § 327C.03 subd. 2 (2002).
- 139 Minn. Stat. § 327C.03 subd. 2 (2002).
- 140 Minn. Stat. § 327C.03 subd. 2 (2002).
- 141 Minn. Stat. § 327C.03 subd. 5 (2002).
- 142 Minn. Stat. § 327C.03 subd. 5 (2002).
- 143 Minn. Stat. § 327C.03 subd. 5(a), (b)  
(2002).
- 144 Minn. Stat. § 327C.03 subd. 5(c) (2002).
- 145 Minn. Stat. § 327C.03 subd. 5 (2002).
- 146 Minn. Stat. § 327C.03 subd. 5 (2002).
- 147 Minn. Stat. § 327C.03 subd. 5 (2002).
- 148 Minn. Stat. § 327C.03 subd. 5 (2002).
- 149 Minn. Stat. § 327C.03 subd. 5 (2002).
- 150 Minn. Stat. § 327C.03 subd. 5 (2002).
- 151 Minn. Stat. § 327C.07 subd. 1 (2002).
- 152 Minn. Stat. § 327C.07 subd. 1 (2002).
- 153 Minn. Stat. § 327C.09 subd. 1 (2002).
- 154 Minn. Stat. § 327C.09 subd. 2 (2002).
- 155 Minn. Stat. § 327C.09 subd. 2 (2002).
- 156 Minn. Stat. § 327C.09 subd. 3 (2002).
- 157 Minn. Stat. § 327C.09 subd. 3 (2002).
- 158 Minn. Stat. § 327C.09 subd. 4 (2002).
- 159 Minn. Stat. § 327C.09 subd. 4 (2002).
- 160 Minn. Stat. § 327C.09 subd. 4 (2002).
- 161 Minn. Stat. § 327C.09 subd. 2 (2002).
- 162 Minn. Stat. § 327C.09 subd. 6 (2002).
- 163 Minn. Stat. § 327C.09 subd. 6 (2002).
- 164 Minn. Stat. § 327C.09 subd. 6 (2002).
- 165 Minn. Stat. § 327C.09 subd. 5 (2002).
- 166 Minn. Stat. § 327C.09 subd. 5 (2002).
- 167 Minn. Stat. § 327C.09 subd. 5 (2002).
- 168 Minn. Stat. § 327C.09 subd. 5 (2002).
- 169 Minn. Stat. § 327C.095 subd. 1 (2002).
- 170 Minn. Stat. § 327C.095 (2002).
- 171 Minn. Stat. § 327C.095 subd. 1 (2002).
- 172 Minn. Stat. § 327C.095 subd. 5 (2002).
- 173 Minn. Stat. § 327C.095 subd. 5 (2002).
- 174 Minn. Stat. § 327C.095 subd. 5 (2002).
- 175 Minn. Stat. § 327C.095 subd. 5 (2002);  
Minn. Stat. § 515A.4-110(b) (2002).
- 176 Minn. Stat. § 327C.09 subd. 8 (2002).
- 177 Minn. Stat. § 327C.09 subd. 8 (2002).
- 178 Minn. Stat. § 327C.09 subd. 7 (2002).
- 179 Minn. Stat. § 327C.11 subd. 1 (2002).
- 180 Minn. Stat. § 327C.11 (2002).
- 181 Minn. Stat. § 327C.11 subd. 3 (2002);  
Minn. Stat. § 327C.11 subd. 4 (2002).
- 182 Minn. Stat. § 327C.10 (2002).
- 183 Minn. Stat. § 327C.10 subd. 1 (2002).
- 184 Minn. Stat. § 327C.10 subd. 2(a), (b)  
(2002).
- 185 Minn. Stat. § 327C.10 subd. 3 (2002).
- 186 Minn. Stat. § 327C.10 subd. 4 (2002).
- 187 Minn. Stat. § 327C.11 subd. 1 (2002).
- 188 Minn. Stat. § 327C.11 subd. 1 (2002).
- 189 Minn. Stat. § 327C.11 subd. 2 (2002).
- 190 Minn. Stat. § 327C.11 subd. 3 (2002);  
Minn. Stat. § 327C.11 subd. 4 (2002).
- 191 Minn. Stat. § 327C.11 subd. 3 (2002).
- 192 Minn. Stat. § 327C.11 subd. 4 (2002).
- 193 Minn. Stat. § 327C.12 (2002).
- 194 Minn. Stat. § 327C.12 (a) (2002).
- 195 Minn. Stat. § 327C.12 (b) (2002).
- 196 Minn. Stat. § 327C.12 (c) (2002).
- 197 Minn. Stat. § 327C.01 subd. 9a (2002).
- 198 Minn. Stat. § 327C.12 (b) (2002).
- 199 Minn. Stat. § 327C.01 subd. 2 (2002).
- 200 Minn. Stat. § 327C.07 subd. 1 (2002).
- 201 Minn. Stat. § 327C.07 subd. 1 (2002).
- 202 Minn. Stat. § 327C.07 subd. 1 (2002).
- 203 Minn. Stat. § 327C.07 subd. 1 (2002).
- 204 Minn. Stat. § 327C.07 subd. 1 (2002).

205	Minn. Stat. § 327C.07 subd. 5 (2002).	251	Minn. Stat. § 327C.07 subd. 7(d) (2002).
206	Minn. Stat. § 327C.07 subd. 5 (2002).	252	Minn. Stat. § 327C.07 subd. 7(e) (2002).
207	Minn. Stat. § 327C.07 subd. 3 (2002).	253	Minn. Stat. § 327C.07 subd. 7 (2002).
208	Minn. Stat. § 327B.04 subd. 1 (2002).	254	Minn. Stat. § 327.65 subd. 1 (2002).
209	Minn. Stat. § 327C.32 subd. 1 (2002).	255	Minn. Stat. § 327C.08 (2002).
210	Minn. Stat. § 327C.07 subd. 4 (2002).	256	Minn. Stat. § 327C.08 (2002).
211	Minn. Stat. § 327C.07 subd. 4 (2002).	257	Minn. Stat. § 327C.08 (a) (2002).
212	Minn. Stat. § 327C.07 subd. 3 (2002).	258	Minn. Stat. § 327C.08 (b) (2002).
213	Minn. Stat. § 327C.07 subd. 6 (2002).	259	Minn. Stat. § 327C.08 (c) (2002).
214	Minn. Stat. § 327C.07 subd. 3 (2002).	260	Minn. Stat. § 327C.08 (2002).
215	Minn. Stat. § 327C.07 subd. 3 (2002).	261	Minn. Stat. § 327C.095 (2002).
216	Minn. Stat. § 327C.07 subd. 3 (2002).	262	Minn. Stat. § 327C.095 subd. 1 (2002).
217	Minn. Stat. § 327C.07 subd. 3 (2002).	263	Minn. Stat. § 327C.01 subd. 1a (2002).
218	Minn. Stat. § 327C.07 subd. 3 (2002).	264	Minn. Stat. § 327C.095 subd. 4 (2002).
219	Minn. Stat. § 327C.07 subd. 2(a) (2002).	265	Minn. Stat. § 327C.095 subd. 2 (2002).
220	Minn. Stat. § 327C.07 subd. 2(b) (2002).	266	Minn. Stat. § 327C.095 subd. 1 (2002).
221	Minn. Stat. § 327C.07 subd. 2(d) (2002).	267	Minn. Stat. § 327C.095 subd. 4 (2002).
222	Minn. Stat. § 327C.07 subd. 2(c) (2002).	268	Minn. Stat. § 327C.095 subd. 4 (2002).
223	Minn. Stat. § 327C.07 subd. 2(g) (2002).	269	Minn. Stat. § 327C.01 subd. 1b (2002).
224	Minn. Stat. § 327C.07 subd. 2(e) (2002).	270	Minn. Stat. § 327C.095 subd. 6 (2002).
225	Minn. Stat. § 327C.07 subd. 2(i) (2002).	271	Minn. Stat. § 327C.095 subd. 6 (2002).
226	Minn. Stat. § 327C.07 subd. 2(f) (2002).	272	Minn. Stat. § 327C.095 subd. 6 (2002).
227	Minn. Stat. § 327C.07 subd. 2(h) (2002).	273	Minn. Stat. § 327C.095 subd. 6 (2002).
228	Minn. Stat. § 327C.07 subd. 3 (2002).	274	Minn. Stat. § 327C.095 subd. 6 (2002).
229	Minn. Stat. § 327C.07 subd. 3a (2002).	275	Minn. Stat. § 327C.095 subd. 6 (2002).
230	Minn. Stat. § 327C.07 subd. 8 (2002).	276	Minn. Stat. § 327C.095 subd. 6 (2002).
231	Minn. Stat. § 327C.07 subd. 8 (2002).	277	Minn. Stat. § 327C.096 (2002).
232	Minn. Stat. § 327C.07 subd. 8 (2002).	278	Minn. Stat. § 327C.096 (2002).
233	Minn. Stat. § 327C.07 subd. 8 (a), (b), (c), (d) (2002).	279	Minn. Stat. § 327C.01 subd. 3 (2002).
234	Minn. Stat. § 327C.07 subd. 8 (2002).	280	Minn. Stat. § 327C.01 subd. 4 (2002); Minn. Stat. § 327B.01 subd. 13 (2002).
235	Minn. Stat. § 327C.07 subd. 8 (2002).	281	Minn. Stat. § 327C.01 subd. 5 (2002); Minn. Stat. § 327.14 subd. 3 (2002).
236	Minn. Stat. § 327C.07 subd. 8 (2002).	282	Minn. Stat. § 327C.01 subd. 6 (2002).
237	Minn. Stat. § 327C.07 subd. 8 (2002).	283	Minn. Stat. § 327C.01 subd. 9 (2002).
238	Minn. Stat. § 327C.07 subd. 8 (2002).	284	Minn. Stat. § 327C.01 subd. 9a (2002).
239	Minn. Stat. § 327C.07 subd. 4 (2002).	285	Minn. Stat. § 327C.07 subd. 3a (2002).
240	Minn. Stat. § 327C.07 subd. 4(a) (2002).	286	Minn. Stat. § 327C.07 subd. 3a (2002).
241	Minn. Stat. § 327C.07 subd. 4(b) (2002).		
242	Minn. Stat. § 327C.07 subd. 4(c) (2002).		
243	Minn. Stat. § 327C.07 subd. 4 (2002).		
244	Minn. Stat. § 327C.07 subd. 4 (2002).		
245	Minn. Stat. § 327.64 subd. 1 (2002).		
246	Minn. Stat. § 327.64 subd. 1 (2002).		
247	Minn. Stat. § 327C.07 subd. 7(a) (2002).		
248	Minn. Stat. § 327C.07 subd. 7(b) (2002).		
249	Minn. Stat. § 327C.07 subd. 7(c) (2002).		
250	Minn. Stat. § 327C.07 subd. 7(d) (2002).		



## Appendix

### Glossary

#### Lot

An area within a manufactured home park designed or used for a manufactured home. (279)

#### Manufactured Home

A structure that is not a part of real estate, and that has one or more sections that may be transported. The home (or a section of the home) has a width of eight body feet or more and a length of 40 body feet or more. On site the home is 320 square feet or more. The home must be built as a permanent chassis. The home may or may not have a permanent foundation. The home must be designed as a dwelling when connected to the required utilities. (280)

#### Manufactured Home Park

Any site, lot, field or tract of land where two or more occupied manufactured homes are located, either free of charge or for compensation. This includes any building, structure, tent, vehicle, or enclosure used, or intended to be used, for the manufactured home park. This does not include facilities open three or fewer seasons each year. (281)

#### Park Owner

The owner of a manufactured home park or any person acting on behalf of the owner to operate the park. (282)

#### Resident

A manufactured home owner who rents a lot in a manufactured home park. This includes all members of the resident's household. (283)

#### Resident Association

An organization formed to resolve matters

related to living conditions in the manufactured home park. The organization must have written permission from at least 51 percent of the home owners in the park to represent them. (284)

## Forms Required by State Law

There are two forms that people buying and selling manufactured homes will use. These are the Notice required by state law (Form 1) and the Safety Feature Disclosure Form (Form 2). The full text of these forms follows.

### Form 1: Notice Required by State Law

The following notice must be printed in ten-point, boldface print:

#### Important Notice

State law provides special rules for the owners and residents of manufactured home parks.

You may keep your home in the park as long as the park is in operation and you meet your financial obligations, obey state and local laws which apply to the park, obey reasonable park rules, do not substantially annoy or endanger the other residents or substantially endanger park personnel and do not substantially damage the park premises. You may not be evicted or have your rent increased or your services cut for complaining to the park owner or to a governmental official.

If you receive an eviction notice and do not leave the park, the park owner may take you to court. If you lose in court, a sheriff may remove you and your home from the park within seven days. Or, the court may require you to leave the park within seven days, but give you 60 days to sell the home within the park.

If you receive an eviction notice for a new or amended rule and the court finds the rule to be reasonable and not a substantial modification of your original agreement, the court will not order you to leave but will order you to comply with the rule within ten days. If you do not comply within the time given or if you violate the rule at a later time, you will be subject to eviction.

All park rules and policies must be reasonable. Your rent may not be increased more than twice a year. Changes made in park rules after you become a park resident will not apply to you if they substantially change your original agreement.

The park may not charge you an entrance fee.

The park may require a security deposit, but the deposit must not amount to more than two months rent.

You have a right to sell the home in the park. But the sale is not final until the park owner approves the buyer as a new resident, and you must advise in writing anyone who wants to buy your home that the sale is subject to final approval by the park owner. You must also disclose in writing certain safety information about your home to anyone who wants to buy it in the park. You must give this information to the buyer before the sale, in writing, on the form that is attached to this notice. You must completely and accurately fill out the form and you and the buyer should each keep a copy.

Your rental agreement and the park rules contain important information about your rights and duties. Read them carefully and keep a copy.

You must be given a copy of the shelter or evacuation plan for the park. This document contains information on where to seek shelter in times of severe weather conditions. You should carefully review the plan and keep a copy.

By February 1 of each year, the park must give you a certificate of rent constituting property taxes as required by Minnesota Statutes, section 290A.19.

For further information concerning your rights, consult a private attorney. The state law governing the rental of lots in manufactured home parks may also be enforced by the Minnesota Attorney General.

**Form 2: Safety Feature Disclosure Form**

A resident or a resident's agent shall disclose information about safety features of the home to the prospective buyer. The information must be given to the buyer before the sale, in writing, in the following form: (285)

This form is required by law to be completed and given to the prospective buyer of any used manufactured home by all private parties, dealers, and brokers.

This home has at least one egress window in each bedroom, or a window in each bedroom that meets the specifications of the American National Standard Institute 1972 Standard A119.1 covering manufactured homes made in Minnesota. This standard requires that the window be at least 22 inches in least dimension, and at least five square feet in area, and that the window be not more than four feet off the floor. Egress windows installed in compliance with the United States Department of Housing and Urban Development Manufactured Home Standards or the State Building Code are deemed to meet the requirements of this section.

This home

Yes No

has \_\_\_\_\_ (number) of exits. They are located \_\_\_\_\_

This home is equipped with fire extinguishers as required by the Minnesota state health department.

Yes No

They are located \_\_\_\_\_

This home is equipped with at least one listed automatic smoke detector outside each sleeping area as required in homes built in accordance with the state building code.

Yes No

This home has aluminum electrical wiring.

Yes No

Aluminum electrical wiring can present a fire hazard in homes. The special hazards presented by aluminum electrical wiring can be eliminated by certain repairs, as recommended by the United States Consumer Product Safety Commission.

A. The wiring connections to the outlets in this home have been crimped, and the connection point is now copper.

Yes No

B. This home has electrical outlets and switches compatible with aluminum electrical wiring.

Yes No

C. Other action has been taken to eliminate or reduce the danger caused by aluminum electrical wiring in this home. (Describe)

\_\_\_\_\_  
\_\_\_\_\_

(The buyer may check the effectiveness of these methods by contacting the United States Consumer Product Safety Commission.)

The furnace compartment in this home is lined with gypsum board, as specified in the 1976 United States Department of Housing and Urban Development codes governing manufactured housing construction.

Yes No

The water heater enclosure in this home is lined with gypsum board, as specified in the 1976 United States Department of Housing and Urban Development codes governing manufactured housing construction.

Yes No

This home contains a solid fuel burning stove. This stove was installed by the manufacturer of the home after June 15, 1976, and was inspected for compliance with the United States Department of Housing and Urban Development Manufactured Home Standards.

Yes No

## Safety Feature Disclosure Form, continued

This home contains a solid fuel burning stove. This stove unit is approved for installation in manufactured homes. It was installed by \_\_\_\_\_ in accordance with the manufacturer's guidelines. A building permit for this stove was issued by the city of \_\_\_\_\_, and this stove installation has been approved by the building official.

Yes No

This home contains a solid fuel burning fireplace. The fireplace was installed by the manufacturer of the home after June 15, 1976, and was inspected for compliance with the United States Department of Housing and Urban Development Manufactured Home Standards.

Yes No

This home contains a solid fuel burning stove. This stove was installed by the manufacturer of the home after June 15, 1976, and was inspected for compliance with the United States Department of Housing and Urban Development Manufactured Home Standards.

Yes No

This home contains a solid fuel burning stove. This stove unit is approved for installation in manufactured homes. It was installed by \_\_\_\_\_ in accordance with the manufacturer's guidelines. A building permit for this stove was issued by the city of \_\_\_\_\_, and this stove installation has been approved by the building official.

Yes No

This home contains a solid fuel burning fireplace. The fireplace was installed by the manufacturer of the home after June 15, 1976, and was inspected for compliance with the United States Department of Housing and Urban Development Manufactured Home Standards.

Yes No

This home contains a solid fuel burning fireplace. This fireplace unit is approved for installation in manufactured homes. It was installed by \_\_\_\_\_ in accordance with the manufacturer's guidelines. A building permit for this fireplace was issued by the city of \_\_\_\_\_, and this fireplace installation has been approved by the building official.

Yes No

This home is supported by a support system, as required by state code since September 1, 1974.

Yes No

It is also recommended that the buyer check the home's heat tape. Old and worn heat tape, and improper installation of heat tape, can cause a fire hazard.

It is recommended that the buyer have a qualified utility representative check the furnace and water heater to see that they are both in good working order. If this home was converted from oil to natural gas heat, there could be safety problems if the conversion was not done correctly. A utility representative or building official can inspect the condition and installation of this equipment. They may charge a reasonable fee to do so. It is also recommended that the buyer check the floor area around the water heater and furnace compartments. A weakened floor can create a fire hazard.

It is also recommended that the buyer have a utility approved energy audit of the home.

If you purchase the home, you will be required to install egress windows within one year and smoke detectors and fire extinguishers within 30 days. You will be required to comply with all of the safety features contained in this form within three years.

I, \_\_\_\_\_, the undersigned, hereby declare that the above information is true and correct to the best of my knowledge.

Signature \_\_\_\_\_

Date \_\_\_\_\_

This safety feature disclosure form must be filled out and given to any prospective buyer. (286)

### Additional Consumer Information

The Attorney General's Office answers questions about landlord and tenant rights, mobile homes, health care, cars, credit, unwanted mail and phone calls, and numerous other consumer issues. The Attorney General's Office also provides free mediation to resolve disputes between Minnesota consumers and businesses and uses information from consumers to enforce the state's consumers laws.

If you have a complaint, please contact the Attorney General's Office in writing at: Minnesota Attorney General's Office, 1400 NCL Tower, 445 Minnesota Street, St. Paul, MN 55101. Citizens can also receive direct assistance from a consumer specialist by calling: (651) 296-3353 or 1-800-657-3787. TTY number are: (651) 297-7206 or 1-800-366-4812 (TTY numbers are for callers using teletypewriter devices.) Visit our website at: [www.ag.state.mn.us](http://www.ag.state.mn.us)

Consumer publications listed below are available free of charge from the Attorney General's Office:

- The Car Handbook
- Citizen's Guide to Home Building and Remodeling
- Conciliation Court
- The Credit Handbook
- Fast Food Facts
- Guarding Your Privacy
- The Home Buyer's Handbook
- The Home Seller's Handbook
- Landlords and Tenants: Rights and Responsibilities
- Managing Managed Health Care
- The Manufactured Home Parks Handbook
- Minnesota's Car Laws
- The Phone Handbook
- Probate and Planning
- Pyramid Schemes
- Recall Roundup
- Seniors' Legal Rights
- Other Miscellaneous Information



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