

Community Rules LIBERTY LANDING COOPERATIVE

A Resident Owned Cooperative

Owned and operated by: Liberty Landing Cooperative

Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

The Members of Liberty Landing Cooperative

IMPORTANT NOTICE:

The rules set forth below govern the terms of the rental agreements with this manufactured housing community. The law requires all rules of this community to be reasonable. No rule may be changed without membership vote and the community provides all residents with a 60-day advance notice of the change.

Subject to the terms of any written lease agreement, residents may continue to stay in this community as long as they honor agreements to pay lot rent and any other charges defined in the Rules of the Community, follow the rules of the community and applicable local, state and federal law, do not damage community property and do not repeatedly bother other tenants in the community. Resident households may be evicted for nonpayment of rent, but only if they fail to pay all rent due within 60 days after receiving written notice of the eviction for non-payment of rent due.

Residents may also be evicted for not following the rules of this community, but only if the rules are reasonable, they have been given written notice of the failure to follow the rules, and then continue to break the rules.

If this community wishes to evict you, it must give you advance notice. The notice of potential eviction must give you the reason for the proposed eviction.

Homeowners have the right to sell their home in place to anyone as long as the buyer household meets the screening criteria and applies according to the rules and bylaws of the of the community. Homeowners must notify the community of intentions to sell their home.

Failure to do so may mean that the buyer will be required to move the home from the community.

Copies of the law under which this notice is required may be obtained from the consumer protection and antitrust bureau of the attorney general's office, at 207 w. High Street, p.o. box 899, Jefferson City, Missouri 65102 (<https://ago.mo.gov/about-us/contact-us>).

ONE. GENERAL RESPONSIBILITIES

1) The City of Liberty is responsible for:

- Roadways, curbs, streetlights and all utilities located on and under the roadway
- Water meters and billing of utility service to the Homeowner
- Snowplowing of the roadways
- Weekly trash pick-up service

2) The cooperative as a business entity is responsible for:

- All underground water and sewer utility lines located under the lot/land
- Curb approach apron and driveway repair
- Sidewalks- maintenance and repair
- Maintenance common areas; community building, play facilities and pool
- Trees in the community- assessment and management
- Assessment of the property and action plans for correction
- Ensuring that residents have access to peaceful enjoyment of the tenancy
- Snow removal and maintaining the clubhouse parking area and mailboxes in the community

3) The homeowner whether a shareholder member or non-member, is responsible for:

- Obtaining service for household utilities and maintaining connections and payment of all utility bills of the home;
- Maintaining, clearance and upkeep of the site, walkways and driveways and clearing snow from sidewalks.
- Honoring and adhering to these community regulations
- Requesting in writing any maintenance or site improvements to management
- Payment of lot rent on time; and communication to management when needed
- Prominently displaying the street number on the front of the home for emergency location (911); and
- All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the Cooperative.

4) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.

- 5) The speed limit in the community is **twenty- five (25) MPH.**
- 6) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapons is strictly not allowed.

TWO. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. All persons residing in the home must be listed on the occupancy agreement. Occupancy limits per home are 2 persons per bedroom.
- 2) All lot rents are due on the first (1st) day of the month. There is a **twenty- five (\$25.00)** dollar late charge for rent received after the **seventh (7th)** day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed **five (\$5.00)** over the current bank fees per check. No re-deposits will be made. **Non-members will pay one-hundred dollars (\$100) above the prevailing member lot rent.**
- 3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 day's additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement of joining the cooperative as a condition of allowing the home to remain in the community.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

- 4) If three (3) checks are returned in a fiscal year, the member will pay their lot rent with either a money order or cashier's check and not with a personal check or electronic payment. After twelve (12) consecutive months of on time payments with money orders or cashier's checks, the member may petition, in writing, to regain the privilege of using personal checks or electronic payment.

****If the Cooperative is owed money by the resident or the resident is in breach of any other obligation to the Cooperative, the Board of Directors will not consent to the transfer nor will a new lease be granted until all obligations to the Cooperative have been satisfied in full or suitable arrangements for payment have been made as determined by the Board of Directors.**

The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this cooperative:

- Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an “Eligible Loan” (as

defined by [applicable state law), or directly from the holder of an Eligible Loan, shall be exempt from any “low income” requirement.

- Notwithstanding rights of the Cooperative under applicable state law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Cooperative Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Cooperative’s lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Cooperative shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

- a) For sales of homes:
 - i) The letter will contain the agent’s name, telephone number, and address;
 - ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
 - iii) If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with Missouri state law.
- b) For removal of homes:
 - i) Owner is responsible for all taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - ii) Owner is responsible for ensuring that the lot is cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
 - iii) Owner needs to provide clear information to the office regarding the plan, schedule, removal process and contractor. Proof of any required permits and insurance must be provided prior to removal.
- a) For homes to be moved in:
 - i) The Board of Directors must give written approval of all new and used homes prior to delivery.
 - ii) The Board of Directors reserves the right to inspect and view any used home **before** moving into the community and providing written approval.
 - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
 - iv) All work must meet the minimum standards set by Missouri State law.
- 5) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 6) It is the responsibility of the homeowner to provide for securing the home’s water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The Cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Cooperative property and/or infrastructure are found to be due to the

homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

- 7) Notify the Board of Directors if there are any additions of occupants in your home that exceeds **30 (thirty) days**. In all cases, the total number of occupants shall not exceed the Cooperative's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an Occupant, but not to sign as a party. Each additional adult Occupant must meet the Cooperative's Criminal Background Criteria.
- 8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited. Children should play only on their own lot or in designated play areas.
- 10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from **10 PM to 7 AM**.

THREE. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, carports, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs and be compliant with all local building codes.
- 4) Only one utility building (shed or other) is allowed per lot. Any new structure is to comply to the following standards:
 - a) sheds may need to be a size that is conducive to the lot and does not encroach on neighboring lots.
 - b) roof is pitched
 - c) doors and windows stay in good repair and are able to be closed

- 5) Temporary Storage fixtures are not allowed without prior written approval from the Cooperative. All temporary storage requests should contain the size, planned placement area and projected time-frame of the unit. No placement is allowed prior to written permission is provided from the Board of Directors.
- 6) All newly planned buildings, carports, additions, porches, sheds, towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request, and are to comply with the City building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the City's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 7) Kiddie pools and trampolines are strictly prohibited.
- 8) Commercial signs are not allowed. Signs, flags, or displays with profanity or calls to violence are prohibited.
- 9) See **Appendix A** for guidelines and rules regarding the use of the Community Clubhouse and Pool.
- 10) Security cameras are allowed to monitor your own property. Outdoor Security cameras must be mounted flush to your home, porch, or shed. Both indoor security cameras and outdoor security cameras should not be pointed directly toward your neighbors' windows or doors.

FOUR. SITES

- 1) Clotheslines are not allowed in the community and clothes are not to be laid outside at any time to dry.
- 2) Trash removal and recycling service is curbside pick-up once a week. It is the homeowner's responsibility to put trash at the curb the morning of pick-up or the evening before. Trash is to be kept in closed containers designed for that purpose and out of sight if possible. Trash cans and recycle containers must be moved from the curb the same day as pick up service.
- 3) Yards are to be kept neat and free of debris. Lawns and driveway weeds are to be kept trimmed and mowed. If a lot is neglected, and the homeowner does not comply after notice, the cooperative reserves the right to have the lot cleaned and paid for at the homeowner's expense. Holiday decorations are to be taken down within 30 days from the date of any holiday celebrated. Pet waste should be cleaned up daily.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.

- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but should not be used up against the side of the home. Open fire pits of any type must be in adherence with local fire department regulations and before placing any burn structure prior approval from the Board of Directors is required.
- 6) Fences are allowed upon approval of the Cooperative. Fences may not be any higher than 48 inches and shall not extend beyond the front of the home. A written plan with location, size and materials must be presented to the Board of Directors for approval. Fences installed are to remain upon sale or removal of the home. The Cooperative has final say on approval of all fences.
- 7) The use of the lot by the homeowner will not interfere with the Cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! **DIGSAFE [or other state regulations]** regulations apply.
- 8) Prior written approval by the Board of Directors for planting, removal or replacement of all trees is required. Trees are assessed on a regular basis and if a homeowner is aware of a dangerous or dying tree on the lot, the homeowner should notify the Cooperative in writing immediately.

FIVE. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. No major vehicle repair is to be performed in the community. Oil and fluid changes are allowed but must be cleaned and disposed of properly. Tire changes and minor actions such as adding windshield fluid are permitted. Inoperable vehicles are not to be left on the property for more than 4 weeks and after that time a resident can request storage space from the Cooperative if available.
- 2) Parking spaces will be allocated to each home. Vehicles should be parked in the driveway if space permits and parking on the street is discouraged. There is no parking on lawns or on the sidewalks. No parking is allowed on the streets that would prevent plowing, passage of emergency vehicles or trash pick-up. When possible, homeowners should avoid parking at the end of the driveway as to block continuous use of sidewalks.
- 3) Recreational vehicles, including motorized trail bikes, go-carts, and all-terrain vehicles (ATV) are not to be used in the community by residents at any time.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit is **twenty-five (25) MPH**.
- 6) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Cooperative.
- 7) Boats, campers, motor homes, RV's and trailers cannot be parked on the lot. Storage for such

items is available on a first come, first serve basis by request to the Cooperative and a fee applies.

SIX. ANIMALS

While the members of this community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed. Homeowners may have up to 4 domestic pets (dogs and cats) per home. The Cooperative requires a listing of all domestic pets in the home along with a photo of each pet.
- 2) These dogs are prohibited:
 - a) Any dog with a history of aggressive behavior or biting.
 - b) Any animal that is on a list of prohibited pets, as provided by the Cooperative's insurance company.
- 3) Permitted dogs will be kept in the home and when outside they should be kept on a leash or in a fenced area. Dogs should never be left outside, unsecured and unattended. A barking dog may not be left outside and owners should take responsibility to bring them in for such cases.
- 4) All cats must be kept inside of the home or on a leash. Homeowners should avoid feeding of any stray or feral cats unless attempting to rescue or remove the cats from the community.
- 5) All solid waste from pets, both on the lot and in the community walking areas, are to be picked up by the owner immediately and disposed of in the proper manner. Homeowners who do not clean up after their pet waste will be asked to remove the pets from the community.
- 6) Residents may apply for an exception to the "Six. Animals" section of the Community Rules by submitting a Request for A Reasonable Accommodation.

SEVEN. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.

EIGHT. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the Cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Cooperative. The legal fees would also include all such fees and costs incurred in connection with a Missouri Court Appeal filed by the homeowner. The legal fees and costs incurred by the Cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Cooperative and a partial owner of the Cooperative. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

NINE. SEVERABILITY

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

TEN. LIABILITY AND INDEMNITY

The Cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The Cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other Occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the Cooperative from gross negligence.

Except for gross negligence of the Cooperative, homeowners hereby release the Cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the Cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by the Cooperative under conditions of these rules and regulations or the laws of the State of Missouri.

CERTIFICATION

I hereby certify that these Community Rules were adopted by a majority vote of a Majority of the Membership of the **Liberty Landing Cooperative** at its meeting **held on May 17, 2025.**


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Name: Lois Anderson

Secretary of the Cooperative

APPENDIX A

GUIDELINES AND RULES FOR USE OF THE COMMUNITY CLUBHOUSE AND POOL

CLUBHOUSE

The Clubhouse is available for use by the residents of the Cooperative and their guests.

1. Residents are responsible for their guests' behavior.
2. Children under age 14 must be accompanied by a responsible adult.
3. The Clubhouse may be booked by residents if available, after signing a rental agreement and leaving the required damage deposit. ROC events and meetings will take precedent over private resident events. The resident is responsible for thoroughly cleaning the clubhouse, including the restroom, entry, and basement areas. The resident is responsible for cost of cleaning and for the replacement or repair of any damages to the Clubhouse that occurs during the reserved time.
4. Residents and guests must adhere to all Liberty Landing Cooperative Community Rules while visiting the community for Clubhouse events.

SWIMMING POOL RULES

1. Use of the swimming pool is a privilege, not a right at Liberty Landing Cooperative. Residents who fail to obey the rules that govern the swimming pool will be barred from the pool area.
2. The pool will be open from 10:00 a.m. to 10:00 p.m. - exception - pool may be closed on Monday mornings for extra cleaning.
3. The pool is exclusively for the residents of the Cooperative and their guests.
 - Guests are allowed if accompanied by a resident over the age of 18 who is listed on the Occupancy Agreement. Children in the home under 18 are not allowed to bring a guest unless accompanied by a homeowner. The resident host must accompany guests at all times. Residents are responsible for their guests' behavior. There is a limit of two guests per household in the pool area.

An adult or approved guardian must accompany all children under 14. No children under 16 years of age are allowed at the pool after dark without adult supervision.

4. Horseplay will not be tolerated. Be considerate, don't play games that cause excessive waves. No Diving. No Running. Stay off the safety rope.
5. No smoking in the pool area. Please dispose of cigarette butts in the smoking stand.
6. Cussing, vulgar language and/or inappropriate actions will not be tolerated.
7. All drinks in the pool area must be in paper or soft plastic containers. **ABSOLUTELY NO DRINKS IN THE WATER! No Alcoholic Beverages Allowed in and around pool area.** This includes the picnic table areas.
8. Babies must wear rubber pants over their diapers, or swim diapers.
9. **The following items are not allowed in the pool area:**
 - Food, this includes snacks of any kind
 - Styrofoam, metal cans, glass, or brittle plastic containers
 - Cutoff shorts (the threads plug the filter)
 - Bicycles, tricycles, skateboards, etc.
 - Pets
 - Basketballs, soccer balls, baseballs, softballs
10. **STAY OFF THE SAFETY ROPE! No sitting, standing, or hanging on the rope.**
11. Pool furniture is to be used for its intended purpose only.
12. Pool toys and rafts are fine, but please be considerate of other swimmers. Do not use these items when the pool is crowded.
13. For safety reasons radios, CD players, etc. are prohibited.