

## Community Rules and Regulations

**Welcome! And thank you for becoming a part of this community. We are pleased to be given this opportunity to serve you and encourage your comments and suggestions.**

**Our commitment is to provide Residents pleasant surroundings within a well-governed and peaceful Manufactured Home Community. To accomplish this type of environment, a set of standards has been established and is contained herein as your Community Rules and regulations.**

- 1. Acknowledgement of Community Rules and Regulations:** Prior to residency in this community, each resident must sign an acknowledgment that s/he has read and received a copy of the Community Rules and Regulations as set forth herein and any amendments thereto. Resident agrees to abide by the Community Rules and regulations and all state, county, and city/township laws and ordinances. Resident's failure to comply with the Community Rules and Regulations may result in the termination of tenancy as provided by law.
- 2. Management Approval:** All prospective residents must complete a rental application in a form approved by Management before residency is considered for approval. Management has the right to reject tenancy due to false or misleading statements on the rental application. Additionally, if an applicant wishes to place a used manufactured home on home site in the community, current photographs of all exposed sides of the home plus its appurtenances (storage shed, step, porch, tags or additions, etc.) must be presented to Management at the time of application. Management reserves the right to physically inspect the home at its location at the time of application before granting approval for residency.
- 3. Owner of Record:** Resident warrants and represents that s/he is the owner of the manufactured home and agrees to provide Management evidence of same upon request. Proof of ownership such as the title to the home and/or purchase agreement are required at a time of move in and failure to provide such proof to Management is grounds for immediate eviction. The burden of providing such proof is on the resident.
- 4. Residency:** Management will use the following guidelines in evaluating occupancy within a manufactured home in the community: 1) Two persons per one bedroom home, three persons per two bedroom home, four persons per three bedroom home, and five persons per four bedroom home, or 2) 250 square feet of space per occupant. The aforementioned are guidelines and if in conflict with any federal, state or local laws, the public regulations shall take precedence. Any person residing in a home for more than thirty (30) days will considered a Resident and must be registered and approved with Management. Unregistered Residents will be cause for eviction.
- 5. Amendments:** From time to time rules may be changed or additional rules may be added. At least thirty (30) days prior to implementation, a written notice of the proposed amendment will be forwarded to Resident. The form of delivery may include a separate letter, inclusion in community newsletter, or some other reasonably descriptive written form. From time-to-time, Management may issue interpretive statements regarding existing rules and regulations. These interpretive statement will have the same force and effect of amendments to the rules. Any new rules or regulations will considered part of the Community Rules and Regulations set forth herein and will enforced accordingly. New or altered rules will be effective thirty (30) days after delivery.
- 6. Enforcement of Community Rules and Regulations:** Reasonable effort will be made by Management to ensure that the Rules and regulations are enforced and that the safety and comfort of the community's Residents are not disturbed. Residents should understand that occasions may arise in which a Resident may feel that

Management is either applying an improper interpretation to a rule, enforcing a rule which in Resident’s personal opinion is “unfair” or applying a rule unequally to all Residents. In any such instances, Management’s interpretation and enforcement will be final. Whereas Management will use reasonable efforts to apply all rules to all Residents simultaneously and equally, neither the timing of enforcement for rules against one Resident versus another nor the interpretation of rule applicability in specific instances for one Resident versus another will not negate the binding nature of Management’s interpretations or enforcement against any Resident. Ignorance of the community Rules and Regulations is not an excuse for non-compliance.

**7. Notice of Rule Violation:** It is the Resident’s responsibility to ensure compliance with all Community Rules and Regulations at all times. Whereas Management may use reasonable efforts to contact Residents who violate a rule or regulation by means of a personal visit, a telephone call, and/or a written **NOTICE OF RULE VIOLATION**, such contact is not a requirement for enforcement of action against Residents for noncompliance of any Community Rules and Regulations. If contacted by Management, it is expected that Residents will correct the violation within the amount of time specified. If Resident fails to correct the violation, Management may furnish the necessary work and materials to remedy the violation, and in turn bill the Resident for all expenses incurred in the process, which will be deemed and collectable as rent. Violations and failure by Resident to pay Management for the expenses incurred in remedying the violation will lead to eviction proceedings. At the eviction proceedings stage, Resident will be responsible to first pay court costs, legal fees or other similar costs; second, monies will be applied to late fees’ third, to costs billed for repairs, insurance, taxes, violations, additional deposits required, or such other fees or costs charged to Resident; fourth, utility costs; fifth any outstanding rent payment. Please note that your adherence is absolutely essential to provide you and your neighbors a pleasant environment.

**8. Termination of Tenancy:** Pursuant to MCLA 600.5779, Residents shall continue to pay rent and other charges to Management when due following the demand for possession of the premises. During the pendency of the action, Management may accept all such payments of rent and other charges without prejudice to the action to evict the resident. If payment is not timely made, Management may proceed under MCLA 600.571(1)(a) without prejudice to the just cause termination.

**Lease Termination for Senior citizen Housing –** Any resident who has occupied the premises for more than 13 months may terminate this Lease by a sixty (60) day written notice to the Management if (i) the Resident becomes eligible to take possession of a subsidized unit in senior citizen housing (as defined by applicable law) and provides Management with written proof of that eligibility, or (ii) the resident becomes incapable of living independently as certified by a physician in a notarized statement.

**9. Liquidated Damages:** In a contested action to terminate a tenancy for “just cause”, the prevailing party shall receive the following as “liquidated damages” as allowed under law

- Five hundred (\$500.00) dollars for an action in District Court.
- Three hundred (\$300.00) dollars for each appellate level.

These “liquidated damages” are intended to reimburse the prevailing party for its expenses incurred in connection with the termination action, and shall not be construed as a penalty. The payment these “liquidated damages” shall not preclude either party from recovering their actual additional damages resulting from personal injury or physical damage to personal or real property caused by the other party or from recovering any unpaid rent or charges under the Lease, if any is in effect, or these Community Rules and Regulations

**10. Payment of Rent/Failure to Pay Rent:** Rents are to be paid monthly. Rent is due on the first day of each month and must be paid on or before the fifth day of the month. Resident agrees to pay a late charge for rents or any

charges due of any kind whatsoever due and not received by or delivered to Landlord at the above address on or before the close of business on the fifth day of the month or postmarked by the first day of the month. The amount of the late charge shall be:

- A. If not received by close of business on the fifth day of the month due at the address above, a \$50 late fee is due.
- B. If any and all amounts due Landlord of any kind whatsoever (including the \$50 late fee under 5A above) are not received by midnight on the tenth day of the month at the address above, an additional late fee of \$5 (Five and 00/00 Dollars) PER DAY after midnight on the tenth day of the month shall be charged. By way of example and not limitation, if rent is received on the 14th of the month, a total late fee will be due of \$70 (\$50 + (4 x \$5))
- C. Notwithstanding anything else, the maximum late fee which will accrue for any one month shall be \$125.00.

Cash payment is not accepted and payment will only be accepted with a money order or certified check. Personal checks will only be accepted with prior arrangement with Management. If Tenant pays rent with a personal check, a charge of \$50 will be assessed against any check that is not honored for any reason.

In the event of nonpayment by Tenant of any amounts due under this Lease and/or, if applicable, a related Lease Option Agreement, (including by way of example and not limitation the Monthly Home Rent Payment (as defined in the Lease Option Agreement if applicable), the monthly Base Rent or other Monthly Charges as detailed in paragraph 6 of this Lease, late fees, repair costs billed under the Lease Option Agreement (if applicable), insurance premiums billed under the Lease Option Agreement (if applicable), taxes billed under the Lease Option Agreement (if applicable), legal or court related costs, utility costs billed, etc.) any payments received from Tenant will be applied to outstanding amounts due in the following order at the sole and absolute discretion of Landlord irrespective of any verbal or written designation otherwise by Tenant:

1. First to court costs, legal fees or other similar costs.
2. Second to late fees.
3. Third to costs billed for repairs, insurance, taxes, violations of lease and rules, additional deposits required, or such other fees or costs charged to Tenant under a Lease Option Agreement (if applicable), or Community Lease or this Community Rules and Regulations.
4. Fourth to utility costs billed to Tenant.
5. Fifth to any outstanding monthly rent payment due on the Home leased under a related Lease Option Agreement (if applicable).
6. Lastly to any outstanding Base Rent or other Monthly Charges due under the Lease or the Community Rules and Regulations.

In the event Resident fails to pay rent or other charges on or before the fifth day of the month, Management may issue a Notice To Quit, Nonpayment Of Rent. Failure of Resident to make timely payment of rent or other charges as provided in the Lease of Community Rules and Regulations on three or more occasions during any 12-month period for which failure Management has served a written Notice to Quit, Nonpayment of Rent, pursuant to MCLA 600.5714(1)(a) and Resident has failed or refused to pay rent or other charges within the time period stated in the Notice To Quit, is just cause for eviction pursuant to MCLA 600.5775(2)(f). If Management institutes an action of summary proceeding against Resident based on default in the payment of rent, then Resident shall reimburse Management for the expenses incurred by Management including any and all attorney fees, court costs, process server fees, filing fees or other fees. So long as the Resident shall be a tenant thereunder, the amount of such expenses shall be deemed to be additional rent and shall be due from the Resident to Management on the first day of the month following the incurring of such respective expenses.

Termination of Promotional Discounts - If Tenant defaults under any of the terms of this Lease or a related Lease Option Agreement (if applicable) or requirements contained in the Community Rules and Regulations, by way of example and not limitation the requirement to pay rent on time (i.e.: if Tenant makes any payments late), any promotional discounts which Tenant was receiving as inducement to occupy the premises described in this Lease or the Home pursuant to any applicable Lease Option Agreement shall end immediately and Tenant shall be obligated to pay the full non-discounted monthly rent payments under this Lease and non-discounted amounts under any applicable Lease Option Agreement.

**11. Manufactured Home Installation and Standards:** Proper installation of a manufactured home is the sole responsibility of the Resident and those dealers, installer/repairers or such other contractors hired or retained directly or indirectly by Resident and Management disclaims any and all responsibility for damages to any home due in any way to faulty and/or insufficient placement, installation and/or removal. All new installations and existing manufactured homes must comply with all local ordinances and state laws concerning placement, anchoring and setting up home prior to the Residents taking occupancy therein. All homes must be titled by the State of Michigan and proof of such must be reviewed by Management. Residents shall be solely responsible for any damage to community property or that of other Residents resulting from the installation or removal of his/her manufactured home. Placement, installation and removal of manufactured homes must be supervised by an employee designated by Management. Placement, installation, set up and removal may only done by the home owner or licensed and insured service providers. Management will provide Resident of Resident's designated contractor with a copy of the community Sep-Up Regulations which must be adhered to unless manufacturers specifications, state, local or federal law provide a higher standard or a mandatory standard.

**To provide and maintain a clean and attractive community, all manufactured homes must meet the following standards:**

- A. The exterior of the home must be kept clean and in good condition. The exterior area is to be maintained in a neat, safe, and attractive manner at all times. Such maintenance includes by way of example but not limitation, damaged siding or skirting, damaged gutters, fascia boards, painting of any or all exterior exposed surfaces, roof coating/sealing, cleaning of any/all rust stains or other stains upon any exterior surface etc. The choice of any exterior applied color or stain is subject to the written approval of Management and such approval must be obtained by resident prior to application. Management may require the Resident to repaint or retain any areas of a home for which the color used is offensive, objectionable or aesthetically unacceptable in Management's sole and absolute discretion.
- B. Each home must have the address (unit number) attached in numerals that are clearly visible from the street. Non-rigid stick-on numbers (i.e. paper, mylar, plastic, etc.) may not be used.
- C. All windows and doors are to be in good condition. Broken windows must be repaired immediately. Plastic may not be used for window replacement. No objectionable or offensive items or material may visible from the exterior of the home. Unconventional items such as sheet, blankets, towels, etc. may not be used as interior window treatments. Management has the right to reject a window treatment deemed inappropriate.
- D. Approved fire-resistant skirting is required and must completely enclose the space beneath the home. Skirting must be properly ventilated and access panels of sufficient size in the utility hook up areas installed. Materials and color are to match or attractively accent the home's exterior. Residents shall skirt home within thirty (30) days of occupancy or within such period in excess of thirty days as may be agreed to in writing by Management to accommodate weather or unusual conditions. The area beneath the home must be kept clean and free of combustible materials.
- E. Steps leading to front entry doors must be approved in writing by Management prior to placement. Management may in their sole discretion restrict the type, style and construction materials of steps and Resident should obtain written authorization to place any and all types of steps prior to actual placement.

A Handrail must be attached on all open sides of the steps. Steps are to be maintained in a safe and attractive manner. All wooden steps are to include vertical baluster posts on all handrails with such posts spaced not greater than ten (10) inches apart. If a Resident chooses to have an off-side set of steps, they must comply with the same handrail and baluster requirements as the front steps. Off-side entry doors may not be used as the primary home entrance and decks, porches, etc. may not be erected on the off-side door side of the home unless approved by Management in Management's sole discretion.

- F.** All porches and decks must be constructed of treated (weather-resistant) wood with handrails on all exposed sides. All handrails must include baluster posts with such posts spaced not greater than ten (10) inches apart. Lattice made of treated wood or other enclosure materials as specifically approved in writing by Management must enclose the space beneath the porch or deck. Awnings and additions are to be of approved materials. All are to be maintained in good condition. Prior to installing a porch, deck, awning or addition, the Resident must first obtain the written approval (as it pertains to location, size, building materials, etc.) of Management.
- G.** Nothing additional may be constructed to or on the home or home site without Management's approval and written consent.
- H.** Central air conditioning units must be placed on a cement slab with the location approved by Management. Window air conditioning units must be securely braced to the home and cannot be installed in the front window. The specific location of window air conditioners must be approved in writing by Management and Management will determine the acceptability of a location based upon the siting of the home on the specific lot and the physical orientation of the lot itself. No wood bracing or support of any kind to the ground are permitted. If electrical requirements to operate air conditioning units exceed the standard amperage provided by the community, Resident must at his/her expense, upgrade the electrical service from the pedestal to his/her home and the electrical pedestal along with any required changes to the power company service lines. Both types of units must be attractively maintained.
- I.** Towing mechanisms must be removed from the manufactured home upon installation and stored beneath the home. In Cases where a non-removable hitch exists and has been either grand-fathered in by Management or specifically approved by Management to remain mounted on the home, the towing mechanism must be attractively maintained.
- J.** Fences may not be installed around or upon home sites. The preclusion of fences will not prohibit the installation of decorative sections of fences for landscaping purposes or in cases where the home site is subject to recurring lawn damage from traffic, for traffic control. All such instances must be approved in writing by Management prior to installation and maintained in a good condition.
- K.** Utility connections within the home (electrical, gas, water, sewer, etc.) are the sole responsibility of the Resident and Management disclaims any and all responsibility for any damages due to faulty or improper installation. Approved copper tubing or approved piping shall be used for any gas line. Any tampering or altering of these connections is strictly forbidden. The outside main electrical line to the home must meet local code, be direct wired and be buried.
- L.** All sewer connections from the manufactured home to the sewer riser must be at a minimum, schedule 30PVC or ABS plastic pipe. A clean-out of at least three inches must be installed where the line enters the ground. Sewer line may not be wrapped with a heat tape or similar water supply protection device.
- M.** Water service to the home shall be connected by semi-rigid tubing, such as copper tubing or approved plastic piping. A water supply protection device such as a heat tape, UL or similarly listed, shall be installed at the time the home is placed on the site. Insulation and a protective wrap must cover the heat tape. All protection materials shall be replaced when necessary to prevent the freezing of service lines, valves and riser pipe. A main line shutoff valve is required to be installed just above the service riser pipe, allowing Resident or Management to shut off all water to the home. All homes must have at least one hose bib connection installed with a self-draining shut-off. The location of the hose bib on the exterior of the home is approved by Management prior to installation and Management specifically reserves the right to require that a hose bib be located on the front door side of the home. Resident will be responsible for all costs

- involved in repairing any lines which freeze due to Residents failure to properly maintain and protect them including labor as described in the section of the Rules and Regulations entitle "Home Site Maintenance". Charges incurred as a result of the repairs shall be deemed to be rent and collectible as rent. If Resident requests Management to check their water line for freeze-up and Management determines that freeze-up is attributable to improper or inadequate action by Resident, Management will charge Resident for the time and materials involved in checking the water line including labor as described in the section of these Rules and Regulations entitled "Home Site Maintenance". Charges incurred as a result shall be deemed to be rent and collectible as rent with the next monthly rent payment following performance of the work.
- N. Axles may not be removed from beneath the home. The frame must be placed as close to the ground as possible.
- O. All homes shall contain at least one (1) fire extinguisher with a minimum 2A-10-B-C rating and at least one (1) smoke detector, both approved by a nationally recognized independent testing laboratory. This notice is provided to Resident by law and Management disclaims any and all responsibility for any damage or loss (including personal injury loss or death) due to any fire protection devices.
- P. Exterior antennas set on poles and extending above the home's roof line are not permitted. Roof mounted antennas must be located on the back of the home and are limited in height to any amount not greater than three feet above the top of the home peak. No pole mounted antennas are permitted (except as discussed afterwards for TV dish antennas) unless the pole is within 12" (twelve inches) of the back of the home and the antennae does not extend more than 3' (3 feet) above the top of the home peak. Direct satellite dish antennas or similar permitted provided that they do not exceed 36" (thirty-six inches) in diameter. They may only be located in one of the following places:
1. Mounted on the rear 1/3 (one third) of the home provided they do not extend more than 2' (two feet) above the house peak. The "rear" of the home shall be that part furthest away from the nearest road.
  2. Mounted on the rear 1/3 (one third) of the shed provided that they do not extend more than 2' (two feet) above the shed peak.
  3. Mounted on the ground but only within 10' (ten feet) of the edge of the home and within the rear 1/3 (one third) of the home. If located on the ground within this area, the highest point of the antennae may not extend higher than the lowest drip edge line of the home or higher than the total height of the antennae to the next nearest adjoining home or structure of any kind, whichever is less.
- Q. Resident is responsible for proper tie-down of their home. Any tie-downs on Resident's site whether or not installed prior to occupancy by Resident are the sole property and responsibility of Resident. Tie-downs of any kind are not deemed to be real property of Management but rather are personal property of Resident. Management disclaims any and all responsibility for damage or loss due to improper or inadequate tie-down.
- R. Resident is responsible either directly or indirectly through a properly licensed dealer, installer/repairer or other contractor to ensure that all pillars supporting the home are properly installed and of sufficient number, properly spaced and supported on a proper foundation. Any foundations (including piers, platforms, slabs, ribbons, etc.) required for perimeter support of the home will be responsibility of the Resident to ensure that the foundation is installed prior to home installation. Unless Management is notified in writing ten (10) days prior to delivery of the home of the need for any additional foundation support beneath the home I-beams or marriage wall, Management disclaims any and all responsibility for damage which in any way might be attributable to foundations.
- S. No chimneys are permitted to be vented out the side walls of the home. No chimney or vent stacks of any kind may extend beyond a minimum distance above the roof required by building codes.

- T. If Management in their sole discretion concludes that the home contains roaches, rodents or other noxious and offensive insects or pests, Management may require Resident to retain a qualified and licensed extermination company to inspect and if needed treat the home and submit proof of the inspection and treatment to Management within seven days of first notification by Management. If Resident fails or refuses to arrange such inspection and treatment, in addition to constituting a violation of these Community Rules and Regulations sufficient to be a just cause for eviction, Management may retain a qualified extermination professional to perform the work. The cost of this professional will be billable to Resident and collectible as additional rent due and payable with normal monthly rent payment the month following billing.

**12. Water and Sewer Connections:** Interior and exterior water and sewer connections must be maintained in a safe and leak-free condition at all times. If a sewer line becomes plugged due to Resident's negligence or if Resident fails to correct water/sewer leaks after receiving a NOTICE OF RULE VIOLATION, Management has the right to enter the premises and perform the necessary repairs as provided by law. Resident will be billed any and all charges related to the repairs including labor as described in the section of these Rules and Regulations entitled "Home Site Maintenance" charges incurred as a result of the repairs shall be deemed to be rent and collectible as rent. Management specifically reserves the right at any future time to individually meter and bill or have billed to Resident amounts for water and/or sewer usage.

Resident should ensure that their home and any and all items therein are properly protected from damage which may be attributable in any way to temporary loss of water, sewer, gas, electric or reduced volume/capacity of water, sewer, gas or electric. Management disclaims any and all responsibility for damage which may occur as a result of such temporary losses or reduced volumes/capacities. By way of example and not limitation, hot water should be equipped with back-flow prevention valves that will prevent draining of the tank (and therefore possible burnout of the heating element) in times of shutoff. Appliances which are subject in any way to damage from a reduced voltage availability or alternatively, from an electrical surge such as might occur during a power "brown-out" or power outage should be protected with proper safety devices.

**13. Right to Space and Transferability:** The right to occupy a home on the leased site is not transferable with the sale transfer of title to the manufactured home. The Resident further agrees that s/he will not assign or sublet the manufactured home or leased premises. Management must prior to the transfer of possession of a manufactured home, inspect the leased site and exterior of the home to confirm that it meets all community standards. All items that need repair or corrections must be completed prior to the Management's final authorization of resale. Management does not warrant that the manufactured home inspected is in conformity with applicable building codes, that the home is free from defects or that the mechanical, plumbing or electrical systems, including appliances connected therewith, are in working order. The resale inspection does not create any warranty of merchantability and there are no other warranties created herein. Resident/Seller's request is for a determination of whether the home is eligible to remain in the community in accordance with applicable community Rules and Regulations, if sold.

All items listed below will be inspected. Should any item not be in compliance as far as the aesthetics or condition of same, it will be noted on the homeowner's resale inspection report for replacement, repair or removal. Such items include:

Condition of: exterior of home, adjacent structures, address, doors, windows, siding, skirting, running lights removed and holes caulked, paint, screws, dryer vented outside, wash and wax home, steps, handrail, porches, decks, railing, awning, carports, skirting, shed-type, shed site, shed clearance, shed paint, shed doors, air conditioner bracing and foundation, heat tape or heat rod, exterior water and sewer line, water shutoff valve, top of water service supply, garden hose crossover line to patio side with self-draining shutoff, axles and springs under home, hitch under home, tie-downs, no combustible material under home, lawn, parking area cleanliness,

sidewalk, patio, site light (if any), general cleanliness of site, plantings, electrical line direct wired and buried, antenna, etc.

A cost for this resale inspection of thirty dollars (\$30) will be charged to Resident and considered as additional rent pursuant to law. This cost is valid for one (1) year. If the home is not sold within sixty (60) days after receiving the resale authorization, Management must re-inspect home for any discrepancies when the Resident has a new buyer.

One 18"x22" "For Sale" sign may be placed inside the front window of the home but only after Resident receives the final authorization of resale from Management. No other signs of any kind are permitted.

**14. Removal of Manufactured Home:** All rents and other applicable charges to Management must be paid in full prior to moving the home from the community. Resident must also provide Management with at least thirty (30) days written notice of his/her intent to remove the home. Any Resident who removes his/her home is responsible for the removal of all rubbish, steps, sheds, etc. from the home site. The home site must be left in a clean and neat fashion. The home site must completely be cleaned pursuant to this rule within 24 hours of Resident vacating lot or Management may proceed to clean up any and all items, discard them at Management's sole and absolute discretion, and deduct any expenses as described herein (including labor at the rate of \$40 per man per hour) from the Resident's security deposit. Any expenses incurred by Management to restore the site to its original condition will be charged to the Resident. Resident will contact Management before the home is removed from the site as stated herein. All work on Homes must be performed by licensed and insured contractors and Management must be provided with a copy of valid license and a valid proof of workmen's compensation and general liability insurance. Management must be added to the policies as a named, additional insured prior to any work beginning.

Management assumes no responsibility if a dealer, bank or other secured party opts to remove the manufactured home of a Resident from the community.

In the case of a fire or other damage to Resident's manufactured home located in the community, Resident shall remain responsible for payment of rent during the balance of the time that the home site is not available for occupancy for another resident due to the presence of any property of Resident. Failure of a Resident to immediately repair, secure or remove a fire-damaged manufactured home shall be just cause for termination of the tenancy pursuant to MCLA 600.5714 and MCLA 600.5775.

If Resident abandons the manufactured home placed on the premises, for whatever reason, and if Management is required to remove the manufactured home placed on the premises, for whatever reason, and if Management is required to remove the manufactured home after notice to Resident at the Resident's last known address, the resident shall be responsible for any and all expense incurred in removing the manufactured home or other property from the premises and all such expenses shall be considered rent due to Management and be collectible as rent.

**15. Improvement and Alterations:** Resident shall make no alterations to the subject site without Management's written consent. Management shall be provided with a sketch of any proposed improvements such as a porch, deck carport, awning, shed and/or pad, home additions, plantings and so on. Resident shall also be responsible to obtain any required building permits from the governing municipality. A sketch of any proposed excavations and its location is to be provided to Management but only after the utility companies have been notified and requested to mark the underground cables. If Resident opts to remove any of the above described structures, the site shall be restored to its original condition. Resident improvements made to the site such as concrete pads, trees, and shrubs shall become community property.

Unless performed by the Resident, all work on homes must be performed by licensed and insured contractors. Management's requirements under this section are in no way a representation or warranty as to the work to be performed and Management disclaims any and all responsibility for damage or injury related to any improvements or alterations.



**16. Home Site Maintenance:** Resident shall maintain his/her home and home site in a clean and attractive fashion at his/her own expense. Resident agrees that no representation as to condition or repair of the premises, and no premise to alter, repair or improve the premises has been made except as may be executed by Management and Resident in writing prior to occupancy. Resident shall keep the premises, during the term of their occupancy, in good repair, and at the expiration thereof, yield and deliver up the same in good condition. A Determination as to the approximate site boundaries will be determined from time-to-time by Management. Site boundaries may be reasonable changed to accommodate adjacent home, decks, sheds or other structures but only when such site boundary change does not materially diminish the approximate total square footage previously available to Resident.

- A. **Fire Safety** - All homes are required to have fire extinguishers. All leased homes will have the fire extinguisher located in your kitchen area. Please locate this as soon as you arrive. If you ever use the extinguisher, you must notify Management immediately. All leased homes will have operating smoke alarms upon move-in. Please locate and verify working condition. Tenant is responsible for periodically checking alarms as required for operation and replacing batteries as needed.
- B. **Toilets** - Clogged toilets/overflows are common problems resulting from tenant misuse. To prevent clogging and/or overflowing, **DO NOT flush items such as paper towels, tampons and other feminine products, facial tissues, or DISPOSABLE towels. (Even if the package says "flushable," they tend to cause plumbing problems.)** Preventing overflows is much easier than cleaning up the mess and damage that an overflow can cause. You should keep a plunger handy in case the toilet becomes clogged.

**YOU WILL BE CHARGED IF TOILET/SEWER IS CLOGGED FROM TENANT MISUSE AND MANGEMENT NEEDS TO UNCLOG SEWER LINES.**

- C. Lawns are to be free from weeds and debris, mowed, raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. In the event a Resident fails to maintain his/her home site as required, a NOTICE OF RULE VIOLATION may be issued. If not corrected as requested, Management has the right to enter the premises and perform any and all necessary maintenance as permitted by law. There shall be a one (1) hour minimum charge if Management provides any service. Charges incurred as a result of said maintenance shall be deemed to be rent and collectible as rent. The charges for such work shall be:  
\$40 per man per hour with a minimum of a \$40 charge for labor plus any and all direct costs for materials or additional indirect costs of any kind incurred by Management.
- D. Telephone and television lines are to be buried underground during installation by the appropriate company. Residents are responsible to confirm this is done. If it becomes necessary for management to bury the cable, Resident will be charged accordingly for such work.
- E. No towels, rugs, wearing apparel or other forms of laundry of any description may be hung outside the home. NO clothesline or lines of any kind are permitted except for removable umbrella type clothesline stands. If used, removable umbrella types clothesline stands must be approved in writing by Management as to locations, style, type, materials constructed of and all other aspects. The removable umbrella type clothesline stands are limited to use of two periods per 7 day week each period consisting of all or any part of the time from 9:00 AM to 9:00 PM, must not be erected prior to 9:00 AM and must be removed and stored by 9:00 PM every night.
- F. Residents may, after providing Management with details and obtaining written approval, plant trees and shrubs at their home sites.
- G. Home sites contain underground utilities such as high voltage electrical transmission lines and other extensive utility cables and pipes. Unauthorized digging could be extremely dangerous. Resident must receive Management's written approval before digging. For approval, the Resident will provide Management with a sketch of the location, the reason for digging and the depth of the planned excavation. Resident must call **MISS DIG at 1-800-482-7171** and MISS DIG must mark the utility locations on the home site before Management will allow the proposed excavation.

- H. The exterior of all homes must be washed at least once each year. Metal roofs must be seal coated at least once every two years.
- I. Management recommends that Residents engage licensed and insured service providers to level their homes at least once annually.
- J. Management encourages the patriotic display of our nation's flag. Only pole mounted flags are permitted and they cannot exceed the bottom of the roof line. Ground mounted flagpoles are permitted provided the location, style, size, materials and other aspects of the flagpole are approved in writing by Management prior to installation. All flagpoles must be kept in a neat and well maintained condition. All flags must be kept in good condition.
- K. Birdhouses are not permitted without Management's written approval of the type and style. Only good grade, attractive styled house with attractive mounting or hanging mechanism will be allowed. Birdhouses must be maintained in good condition. All spillage resulting from bird feed must be cleaned up no less than weekly or upon notice from Management if sooner.
- L. All leaves must be routinely raked and properly disposed of so as to maintain the home site in an attractive condition and avoid damage to the grass. Tree limbs and branches or any portion of tree limbs and branches less than two (2") in diameter must be cleaned up by the Resident.
- M. Gardens of any kind are not permitted without the written approval of Management. In general, gardens will not be allowed except in areas which are not visible.

**17. Water usage:** Due to the high consumption of water during the summer months, Management reserves the right to limit the watering of lawns. Please do not leave sprinklers on for an excessive length of time as water increases costs. Running of water for any purpose which results in water running down the road is considered excessive, wasteful and therefore a violation of these Community Rules and Regulations.

**18. Storage Shed:** If there is outdoor storage of any kind, a utility storage shed must be installed on an approved foundation (shed pad or other type) at Resident's expense (one shed per home site). No metal sheds are permitted. Management may in their sole discretion allow a second shed on certain sites based upon Management's evaluation of site size, home size, proposed shed location, site visibility and other factors. Resident is required to obtain written approval as it pertains to materials, size and location, from Management before installing a new or altering the current structure in accordance to local, county or state building codes. All sheds shall be pre-assembled or assembled from kits. The maximum shed size shall be 10-feet wide by 12-feet deep (unless a larger size is approved in writing by Management in management's sole discretion) with the height not to exceed the level of the home's gutter line. Shed pads are to be of materials which comply with local ordinances and are approved by Management. Shed color and shingles are to match or attractively accent the manufactured home. Sheds are to be kept in good repair at all times. It is recommended that sheds be anchored in case of high winds. All toys, bicycle, tricycle, lawn care equipment, garden tools, folding lawn chairs, ladders, etc. must be stored in use

**19. Patio/Lawn Furniture:** Residents shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored when not in use. Hot tubs and spas may permitted with written approval of Management if and only if they are incorporated into the design and construction of a deck or patio. Residents are cautioned that should the existence of hot tubs or spas become a nuisance to other Resident, removal of the hot tub or spa will immediately required and failure to do so will be a breach of these Community Rules and Regulations.

**20. Firewood Storage:** Firewood is to be stored at the rear of the home and is limited in size to a pile equal to one-half cord (4' long x 4' high x 4' wide) which is at least 12-inches off the ground. Firewood must not interfere with proper spacing requirements between homes.

- 21. Snow Removal:** snow removal is the responsibility of the Resident. Snow and ice are to be removed from all driveways, sidewalks, steps and patios on the home site. Do not shovel snow into the street. Management will maintain the streets reasonable clear of snow and ice. As with municipal road maintenance, severe weather conditions will result in related decrease in the safe driving condition of the streets so use increased caution. Management disclaims responsibility for accident or injury to Residents, their family members, guests or their property which may occur within this community due to driving unsafe for conditions. Residents must adjust their driving speed and control over their vehicles to suit road conditions. Salt deteriorates road surfaces and Management may elect not to salt street at any location and in most instances where salt is applied will do so only at dangerous intersection. The close proximity of homes makes it highly likely that during snow clearing of the streets by Management, snow will be deposited in your yard and parking areas. Management is not responsible for any damage which may result to yard ornaments, yard decorations, shrubs or any other personal or real property of the Resident which may be damaged or destroyed as a result of snow plowing. Residents are encouraged to remove and safely store all front yard decorations, ornament, etc. prior to winter. Any vehicles on streets during plowing are subject to immediate towing.
- 22. Winterizing Home:** Any winterizing of homes (such as plastic being used for storm windows, insulating the skirting, etc.) must be on the interior of the home and/or inside of the skirting. Temporary exterior attachments of any kind are not allowed. A water supply protection device, such as heat tape, UL or similarly listed, shall be installed at the time the home is installed on site and be replaced when necessary to prevent the freezing of service lines, valves and riser pipes. Insulation and protective wrap must cover the heat tape or protection device. Temporary plastic is limited to use on normal windows and may not be used to insulate decks, patios or screened sun room type attachments. Any plastic must be maintained in an attractive fashion. All plastic must be removed in spring and may only be reinstalled at the end of fall.
- 23. Rubbish Removal:** Rubbish is removed from the community on designated days. It is Resident's responsibility to place rubbish at the proper pickup location. Residents are responsible for arranging for the removal of large, heavy, bulk items or items of a hazardous nature at their own expense. Items not removed will be charged by Management at minimum of \$50 per item plus labor charges of \$40 per hour. If it is deemed necessary to request a dumpster, the Tenant will be responsible for the full cost of the dumpster. Costs will be added to rent and collectible as rent. Trash bags may not be left outside the home. Trash cans may not be left outside the home at any time. Only covered trash containers in good condition are permitted. Trash may not be out for pick-up earlier than 5:00 PM the evening before. Trash cans must be properly put away immediately upon emptying by the rubbish removal company.
- 24. Automobiles:** All vehicles must be registered with Management.
- A.** Residents and guests may only park in the space(s) designated by Management. Parking vehicles on adjacent spaces, vacant sites, lawns, fire lanes, patios, etc. is not allowed.
  - B.** All vehicles must be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within the community is not permitted. Mufflers which would not be classified as stock mufflers (such as glass packs etc.) are specifically prohibited. The objective of this rule regarding mufflers is to prohibit excessive noise. The determination of excessive noise will be at the sole discretion of Management.
  - C.** If the community provides a specially designated area within the community for maintenance on vehicles, absolutely no maintenance other than changing a flat tire is permitted on the home site. If a specially designated area is not available, routine maintenance or minor repairs on vehicles may be carried out at the home site (i.e. change spark plugs, replace fan belts, or flat tire repair). Major repairs or maintenance or projects requiring ramps or blocks (i.e. repairing or replacing an exhaust system, oil changes or rebuilding an engine) are not allowed. In general, any repair or maintenance which requires more than one wheel of the vehicle to be raised at any time and/or takes longer than 15 minutes will be considered a "major" repair.

The final determination of specific repairs or maintenance where there is a disagreement between the Resident and Management as to whether or not the work is “minor” or “major” will be in the sole discretion of Management. Vehicles dripping fluids must be repaired at once. Any fluid spills or leaks on the roads or parking spaces must be cleaned up by Resident or management will do so and charge the resident all costs associated with the cleanup including labor costs as more fully described in the section of these Community Rules and Regulations entitle “Home Site maintenance”. Such charges will be considered rent and collectible as rent.

- D. No vehicle with load capacity in excess of three-quarters ton shall be kept, stored, or placed within the community except while making regular deliveries. Tractor Trailers, “Eighteen Wheelers” and similar large trucks and trailers are expressly prohibited under these Community Rules and Regulations.
- E. All vehicles operating within the community must abide by the posted speed limits and other traffic signs. Speeding is dangerous and will not be tolerated. The determination as to whether or not Resident, their guests or occupants are driving in excess of the posted speed limit or too fast for conditions will in the sole discretion of Management. As with all other rules, Residents are responsible for compliance for their guest, dependents and occupants of their home.
- F. If fire hydrants are located in the community, vehicular parking is prohibited within ten (10) feet of this hydrant or such other greater distance as may be required by law.
- G. As permitted by law, Management reserves the right to remove vehicles parked in violation of these Rules and Regulations and further reserves the right to remove inoperable vehicles without current license plates or tags. Where sites are provided with off-street parking, parking on the street for extended periods of time is a violation of state law and parking on street between the hours of midnight and 8:00 AM will not be tolerated. All costs incident thereto shall be paid by Resident and considered additional rent and collectible as rent. Management disclaims any and all responsibility for damage to vehicles, other property or injury resulting from removal of vehicles pursuant to this rule.
- H. Vehicles may not be parked at or near the community entrance or office, in any visitor parking area, nor on any common area in order to display the availability for sale.
- I. Residents may wash his/her car at his/her home sites except in time of summer water shortage. Resident is requested to use care and conserve water. A self-closing nozzle must be used on the water hose when in use.

**25. Motorcycles:** Motorcycles are allowed to operate only for transportation in and out of the community. “joy riding” within the community is not allowed. Motorcycles are to park in resident’s parking space or they may be stored in the utility shed. Parking elsewhere on the home site is prohibited.

The operation of motorized vehicles including ATV’s, ORV’s, mini-bikes, moto-cross bikes, snowmobiles, go carts etc. within the community is strictly prohibited.

**26. Recreational Vehicle Storage:** Storage of boats, campers, motor homes and other forms of recreational vehicles upon the home site or in the street is prohibited. No form of recreational vehicle may be attached to water or sewer or other utility connections. In the event recreational vehicle storage is provided in a designated location within the community, it is available for use as space allows. No person may sleep or live in any type of recreational vehicle in the community. In order to store a recreational vehicle, resident must complete a SPACE RENTAL AGREEMENT at the community office and pay storage charge, if any. It is further agreed that Resident accepts all liability and agrees to park the recreational vehicle in an orderly manner and will keep the area free from litter. Storage areas are not for cars though at Management’s discretion, cars may be allowed in the storage area if space permits. If a car or some other item being stored other than a recreational vehicle as described herein is permitted in a storage area and space in the area later becomes unavailable, Resident must, upon ten (10) day notice Management, remove the car or other item.

Snowplows, utility trailers, boat trailers, snow mobiles, truck caps, and trailers of any other type or description are examples of items specifically prohibited from storage on a home site.

- 27. Children:** Parents and legal guardians are responsible for the action of their children according to applicable local ordinances and state law.
- 28. Children's Recreation and Playground Equipment:** All toys, bicycles, etc. must be stored in the shed when not in use. Management prohibits any pools of any type.
- 29. Recreation Facilities:** The use of all recreation facilities within the community are for residents only. All guests must be accompanied by an adult Resident when using recreational facilities. It is the responsibility of the Resident to ensure that his/her guests observe all applicable Rules and Regulations. Items such as golf clubs & balls, hockey sticks and pucks, and other items which may result in a projectile are not safe for use in the Community and are prohibited except with the written approval of Management in areas designated in writing by Management. All recreational facilities, common areas or community owned areas or equipment of any kind whatsoever are to be "used at your own risk". Management disclaims any and all responsibility for injury or damage due to use of any facilities, areas or equipment.
- 30. Laundry Facilities:** If provided, laundry facilities are for the exclusive use of Residents. Please follow the instructions on the machines and treat them with care as they are provided for your convenience. Tinting or dyeing is not allowed. Laundry is to be removed from the machines immediately upon completion of the washing and drying cycles. Each Resident is to clean the machines and the laundry room area after use. Please notify Management of any malfunctions.
- 31. Trespass:** Management shall have the right of entry onto the home site for the purpose of inspection, repair and replacement of utility services, and protection of the mobile home community at all reasonable times but not in such a manner or at such time as to interfere unreasonable with the Resident's quiet enjoyment of the leased premises. Management shall have no right to enter a privately owned manufactured home unless Resident granted prior consent or to prevent imminent danger to the occupant(s) of the home.
- Resident may not cross through or play in another Resident's yard unless invited. Trespassing onto property adjoining the community is strongly discouraged.
- Trespassing onto property adjoining the community is a violation of law and may lead to arrest and prosecution by the adjoining landowner. Management will assist and participate in such prosecution to fullest extent permitted under law. In addition to being a violation of federal, state and local law, trespassing on adjoining property is a violation of these Community Rules and Regulations and is grounds for immediate eviction from the Community.
- In certain instances (for example, testing of water and/or sewer systems) Management may be required to enter upon the Resident's home site at unusual hours of the evening and to inspect underneath the home. Management will use reasonable efforts to notify Resident 24 hours in advance of any such inspection which will be conducted after 10:00 PM or before 7:00 AM and/or which will require Management to have access to underneath the home. Upon such notifications, Resident must remove at least one panel of skirting of sufficient size and location as may be directed by Management to allow access. Upon completion of such inspection by Management, Resident must replace the panel within 48 hours. If Resident fails or refuses to remove such skirting, Management may do so and (provided Management sues reasonable care in the removal and replacement), Management will not be liable for any damage done to skirting.
- Management has the right under these Rules and Regulations to enter onto the home site and remove any and all items contained on the home site which violate in any way in Management's sole discretion these Rules and Regulation including by way of example and not limitation, trash, lawn & garden equipment, building materials, and supplies, children plaything and recreational items (including bicycle, tricycles etc.), recreational vehicles,

snowplows, patio equipment and furniture, automotive tires of any kind etc. Management may, but is not required to give Resident a Notice of Rule Violation requiring that any such items be removed within a specified time. Removal of any such item by Management will be paid for by Resident at the labor rates specified in these Rules and Regulations under the section entitled "Home Site Maintenance" plus any and all additional direct or indirect costs including towing, dump charges, etc. These charges will be considered rent and be payable and collectible as rent. Failure to remit payment will legally be nonpayment of rent and subject to proceedings for rent collection.

**32. Conduct:** It is expected that all Residents respect the rights of others to enjoy the quiet and peaceful use of the community. Excessively loud talking, abusive language, shouting, radio, televisions, stereos and other disturbing noises are not permitted within this community. Interference with the quiet enjoyment of other Resident in this community is just cause for termination of tenancy under MCLA 600.5775. Management will have sole discretion over whether or not noise of any kind is excessive or interferes with the quiet enjoyment of other Residents. Notwithstanding the previous sentence, the receipt by Management of two written complaints from one or more Residents during a six (6) month time period will be considered proof of the excessive or interfering nature of any sounds or activities.

A curfew exists within this Community of 11:00PM every night. After that time, no one is permitted to walk around the community including any roads, common areas or any other Resident's home sites. The preceding sentence does not prohibit Residents or their guests from travelling via car in or out of the Community or via car to-and-from other Resident home sites after the curfew time. If a stricter curfew exists within the municipality, the municipal curfew will apply. Management may change this curfew with one day's notice and waive the curfew to accommodate special Community functions which extend beyond 11:00 PM.

**33. Alcohol Consumption/Substance Abuse:** The consumption of alcoholic beverages is not permitted in any community building, recreational areas or any common area within the community. Possession, use and/or sale of drugs and/or other illegal substances will not be tolerated. In addition to all other methods permitted by law for termination or non-renewal, occupancy of Resident may be terminated by Management pursuant to MCL 600.5714; MSA 27A.5714 after service a 7-day written demand for possession, if a Resident, a member of Resident's household, or other person under the Resident's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance within the community.

**34. Firearms, Weapons and Explosives:** Residents may not discharge or engage in any activity involving firearms (including BB guns), slingshots, bow and arrows, or other weapons in the community. Fireworks, firecrackers, other explosives and pyrotechnic activity is similarly prohibited. Such items may not be transported unless they are within a licensed vehicle or in a completely enclosed case specifically designed and manufactured for such use. No open display of any such items is permitted within the community.

**35. Neighbor Relations:** Residents should make every effort to resolve differences with their neighbors. If you disagree with the manner in which your neighbor behaves, bring it to his/her attention. After every attempt has been made to resolve a problem with a neighbor, a written complaint may be submitted to the community office. Management will not intervene in any dispute without a written complaint. Residents should understand that Management may determine that a complaint is beyond the scope of these Rules and Regulations or that a single complaint may be insufficient evidence of problem covered under these Rules and Regulations. In either case, Management may elect not to take further action of any kind.

**36. Advertising, Soliciting, Commercial Business and Other Use of Premises:** Resident shall use and occupy the premises in a clean and wholesome manner and in compliance with all applicable governmental requirements including all public health and police regulations and all rules promulgated by the Michigan Manufactured Home Commission relating to such occupancy to the full extent permitted by law. Resident shall not use or operate

any equipment or machinery that is harmful to the premises or which is disturbing to other residents of the community. Resident shall not employ any person or persons in or about the premises whose employment may constitute or create a liability on the part of the Management. Resident is required to provide Management with proof of license and insurance (such licensing and insurance shall be subject to approval by Management in their sole and absolute discretion) for any and all contractors or individuals doing work of any kind whatsoever inside the Community.

Residents, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, discharging, releasing, burying or disposing on, under or about the community and from transporting to or from the leased site or other area of the community, and hazardous substance as defined by any law or determined in the sole discretion of Management.

Advertising, soliciting or delivering handbills is not permitted though management reserves the right to communicate with Residents through the distribution of written materials. No commercial enterprise or business that violates local, county or state zoning ordinances may be conducted in the community. All business of any kind whatsoever are subject to the sole approval of Management and written authorization of Management must be obtained by Resident prior to conduction any business whatsoever. This requirement is not intended to restrict the growth or use of home based businesses and Management approval will generally be based upon any impact on matters related to the health, safety and welfare of the Community including such factors as any increase in traffic, parking considerations, use of Community services such as water, sewer, trash, and recreational facilities, quiet enjoyment of residency by other Residents and other factors. If approval is given for a business and subsequently that business violates any intent of this rule, authorization by Management may be revoked at Management's sole and absolute discretion without any liability whatsoever to Management.

No yard sales are permitted. Only community-wide, Management sponsored yard sales are permitted.

- 37. Pets:** Residents may have one (1) "domesticated" pet per house hold with Management's approval at a charge of ten (\$20) per month per pet. A second pet may only be permitted under Management's written approval. A \$150 non-refundable pet deposit shall be applied for each pet in park owned homes. Any non-approved pets will immediately be assessed the non-refundable pet deposit. **THE DECISION TO APPROVE OR REJECT ANY PET IS AT THE SOLE AND ABSOLUTE DISCRETION OF MANAGEMENT AND THE DECISION BY MAANGMENT MAY BE FOR ANY REASON OR FOR NO REASON.** Management may, at the sole and absolute discretion of Management, approve more than one pet under circumstances which, in the sole and absolute opinion of Management, justify such approval. **ALL PETS MUST BE REGISTERED AT THE OFFICE.**

A \$75 per month per pet fine will be assessed for any pets present in the home which have not been approved in writing by Management. This fine will be assessed each month for each non-approved pet irrespective of the number of days in the month the non-approved pet(s) is(are) present – even one day will result in the assessment of this fine. This fine will be due and payable on the first day of the month following its assessment and will be payable with rent and as rent. Failure to pay this additional sum when required is deemed to be nonpayment of rent under these Rules and Regulations, any related Lease and any related Lease Option Agreement and state law and will result in proceedings to terminate tenancy via a 7-day Notice to Quit Demand for Possession Non-Payment of Rent.

- A. Domestic pets less than 30 pounds are permitted. No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of biting a human being. Any exceptions to this must be writing from Management.
- B. Residents must register and show proof of rabies vaccinations and other shots required by law. If required, a current rabies tag must be worn by the pet. Pets which are approved shall be considered on a probation period of ninety (90) days. Removal of the pet is imminent if the pet owner ignores his/her responsibilities.

- C. Residents are solely and totally responsible for the behavior of their pets. Noisy, unruly or dangerous pets will not be permitted to remain in the community.
- D. Resident is required to clean up his/her pet's defecation from the home site daily and while walking the pet.
- E. All pets must be kept inside the home and when outside, they must be restrained by a leash which confines movement to the home site and is no more than ten (ten) feet in total length. At no time are pets permitted to be left outside (unless restrained or on a held leash) for more than 15 minutes. Fenced-in enclosures and dog houses are not allowed. Residents must walk their pets on leashes. No "Beware of Dog" signs are allowed. Under no circumstances re pets to stay outside for more than a 5minute period between the hours of 11:00 Pm and 6:00 AM
- F. Pets running at large may be picked up by the local animal control agency or by Management.
- G. Pets are permitted in any areas where people congregate. Pets are specifically prohibited from being in the playground area or any other recreational areas.
- H. Management reserves the right to reject exotic pets such as snakes, wild animals or other animals which, based on Management's sole discretion, may be dangerous to others or detract in any way from the enjoyment ty of the community. These animals may not be kept within the confines of the community.
- I. No guest or visitor pets are permitted.
- J. Management disclaims any responsibility for the occurrence of harm, injury, or death to or by a pet caused by employees or agents or by Resident's or their guest.
- K. All pets in the community must have a tag or other visible form of identification on its collar, showing the contact information of the TENANT responsible for the pet. All pets must have a valid license and proof of current rabies vaccinations. Tenant is responsible for providing and maintaining liability insurance so long as a pet resides with TENANT.

**38. Personal and Fire Safety:** Management cares about your well-being. Adherence to the following guideline is very important.

- A. All Residents are advised to exercise proper care and safety to avoid the occurrence of accidents in and around their manufactured home, the home sites, and surrounding community. Residents are responsible for the action of their children, other dependents and guest.
- B. Take extra care when around any body of water (pond, creek, reservoir, etc.) within the community. If an area is posted or fenced, please keep out.
- C. All homes are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn mower, etc. beneath your home.
- D. It is the responsibility of each Resident to monitor radio and or television for severe weather warnings. There are no government approved shelters within the community.
- E. Adherence to "Children Playing", "Stop", speed limit and other signs of this nature is essential and required.
- F. Actions which interfere with the health, safety or welfare of the community, its employees or Residents is just cause for termination of tenancy under MCLA 600.5775.
- G. Resident shall furnish Management with the name, address and telephone number of a person to be notified in case of an emergency. At Management's request, Resident shall provide updated household information at least once annually. Management disclaims any and all responsibility for damage or injury which may occur from Management's use or failure to use this information in the event of a perceived emergency.
- H. No open fires of any kind whatsoever are permitted in the community without Management written approval.

**39. Keys:** In the event Management provides mailbox or other keys to Residents, charge of fifty dollars (\$50) shall be assessed for each and every lost key.



- 40. Loss and Liability:** It is recommended that each manufactured home owner procure a manufactured home comprehensive form insurance policy insuring the home against loss or damage. It is also recommended that Resident include liability coverage for personal injurie which may occur on the home site or within the home.
- 41. Disclaimer:** Management disclaims responsibility for accident or injuries to Residents, their family members, or guests which may occur within this community except for management’s failure to perform a duty or negligent performance of a duty imposed by law. Furthermore, damaged or lost property resulting from fire, theft, wind, floods, or any other act of God which is beyond the control of Management is also specifically disclaimed except for Management’s failure to perform a duty or negligent performance of a duty imposed by law. Management shall not be liable for damages to persons or property sustained by the Resident or Resident’s employees, invitees or other persons due to the premises becoming out of repair or arising from bursting, stoppage or leakage of gas, steam, water or sewer pipes or from any matter related to the electrical supply and distribution system. Management shall not be responsible or liable to Resident for any loss or damage that may be occasioned by or through acts or omissions of persons occupying adjoin premises or any part of the premises adjacent to or connected with the leased premises. Management shall not be liable for any damage or injury to any person or property which occurs on the premises resulting from the use of the playground, recreational facilities or any common ground areas.
- 42. Buyers and Resident Handbook:** A Handbook for manufactured home buyers and residents is available through the Michigan Manufactured Home and Land Resources Division of the Corporation and Securities Bureaus, Michigan Dept. of Commerce at P.P. Box 30222, Lansing, Michigan 48909. Copies may be available at front office and available upon written notice.
- 43. Utility Billing and Charges**
- A. Utility Billing and Charges if Individually Metered - This paragraph 43A applies if Management currently bills residents individually for water and sewer charges. These charges are billed monthly (though Management reserves the right to vary the exact time period billed) based upon an actual meter reading (though readings may be estimated) with a minimum billing of 1000 gallons. These are payable by the due date which will be noted on the billing – (typically by the first of the month in order to coincide with the due of base rant and other rent related charges and fees) and if unpaid are deemed to be additional rent, payable as rent and failure to pay when due will subject the Resident to actions for non-payment of rent, ultimately leading to eviction. Any payments received from Resident for base rent, other rent related charges and fees, utility costs or other similar charges due Management from Resident will first be applied to any and all charges, fees or costs related in any way to utility usage with the remainder (if any) being applied to any base rent or other rent related charges and fees due.
- Management reserves the right to require a deposit for utility service. Management may immediately terminate utility service if Resident fails to post such deposit or provide such guarantee as Management may require.
- If any amounts due are unpaid, Management reserves the right to immediately terminate utility service by shut-off of water to the Resident’s home after 5-day notice delivered either by first class mail or personal delivery to the Residents home (including posting of notice on the home after 5-day notice delivered either by first class mail or personal delivery to the Residents home (including posting of notice on the Resident home if Resident is not available). If a shut-off is made, a reconnection fee of \$25 will be charged.
- Management will furnish new Residents with a meter and the Resident must make arrangements with a licensed plumber or other person approved by and authorized by Management to perform the installation of the meter to have the meter properly installed. Resident is responsible for any damage to or loss of the meter, including damage from freezing. A minimum of \$100 fine for each and any connection, meter bypass or tampering with a meter, bypassing the meter or restoring service after it has been terminated.

Management shall have the right to temporarily cease providing utility service where necessary to effect repairs or maintenance, eliminate an imminent threat to life, health or property damage or address a local, State or national emergency. Where Management knows in advance that circumstances requiring service be interrupted temporarily will occur, Management will use reasonable efforts to post notice of the expected interruption to those Residents who may be affected including the anticipated length of time service will be interrupted.

Management may immediately terminate utility service if Resident unreasonably refuses to permit Management access to service meters, connections or other property for the purposes of maintenance, repair meter reading or inspection.

Management may immediately terminate utility service if Resident fraudulently or materially misrepresents the identity of the person providing utility service.

Any charges and fines will also be deemed to be additional rent, payable as rent and will subject the Resident to nonpayment eviction proceedings (in addition to utility shutoff) if unpaid.

- B. Utility Billing and Charges if Included in Base Rent – This paragraph 43B applies if Management currently does not bill residents individually for water and sewer charges. Management reserves the right to individually meter each Resident at some future date for water and/or sewer. Resident will be advised in writing should Management decide to individually meter these utilities. Management specifically retains the right to enter onto Resident premises during any daylight hours for the purpose of installing any necessary equipment (by way of example and not limitation – meters, remote reads, heat tape, insulating jackets or other forms of insulation, plumbing fitting and fixtures or other similar devices) for purposes of individually metering Resident. Management specifically retains the right to affix any of the aforementioned improvements to the Resident's home either on the interior, exterior or underneath the home in order to facilitate the installation of such equipment for purposes of individually metering Resident for water and/or sewer.

#### **44. Ownership and Responsibility for Gas Lines, Electric Lines and Other Community and Site Improvements.**

There are a number of improvements within the community and/or individual resident lots which DO NOT belong to the Community or Management and Management IS NOT responsible for them or any damage or losses resulting from them in any way whatsoever. The ownership and responsibility for these items as discussed in this section apply whether a home was placed on a home site by the current Resident or whether the Resident purchased an existing home with home site improvements already in place. These items include by way of example and not limitation:

- A. Gas lines – Management is not responsible for any portion of any gas delivery system. In general, the local gas company is responsible for gas mains throughout the Community up to and including the gas meter. Residents are responsible for gas lines from the meters to their homes EVEN IF THOSE LINES ARE ON THE SITE WHEN THE RESIDENT MOVES IN. Lines from the meters to the homes belong to and are the responsibility of the Resident – NOT to the Community or the gas company.
- B. Electric Lines – Management is not responsible for any portion of any electrical delivery system except for the breaker box which is mounted on the electric pedestal. In general, the local electric company is responsible for electric mains throughout the Community up to and including the electric meter. The Community is responsible for regular maintenance of the breaker box mounted on the meter pedestal and nothing else. Residents are responsible for electric lines from the breaker box (including the wiring into the breaker box) on the outside meter pedestal to their homes EVEN IF THOSE LINES ARE ON THE SITE WHEN THE RESIDENT MOVES IN. Lines from the breaker box to the homes belong to and are the responsibility of the Resident – NOT to the Community or the Electric company.
- C. Management neither owns nor has any responsibility whatsoever for any portion of the phone lines or the cable television lines within the Community. If Resident has any question regarding the operation, installation or maintenance of phone or cable lines, they should contact the local phone or cable company.

- D. Sewer mains are owned by and are the responsibility of Management UNLESS damage is caused by an action or a contributory inaction of Resident or any representative, guest etc. of Resident. Should Resident or any representative, guest etc. of Resident cause through their action or contributory inaction damage to sewer main, Resident will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Resident immediately upon presentation of bill by Management. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceedings or actions available to Management at law or in equity.
- E. Sewer service leads (service leads are those lines running underground from the sewer main up to the approximate surface of the ground at a point where the Resident's primary sewer collection line is connected) are owned by and are the responsibility of Management UNLESS damage is caused by an action or a contributory inaction of Resident or any representative, guest etc. of Resident. Should Resident or any representative, guest etc., of Resident cause through either action or contributory inaction damage to sewer service leads, Resident will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Resident immediately upon presentation of bill by Management. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceeding or actions available to Management at law or in equity.
- F. Resident's primary sewer collection line(s) is that line(s) running underneath the Resident's home and connecting all points of sewage discharge from the home to the sewer service lead. This primary sewer collection line(s) is owned by the Resident and is the responsibility of the Resident. Management neither owns nor has any responsibility whatsoever for any portion of the primary sewer collection line(s).
- G. Water mains are owned by and are the responsibility of Management UNLESS damage is caused by an action or a contributory inaction of Resident or any representative, guest etc. of Resident. Should Resident or any representative, guest etc. of Resident cause through their action or contributory inaction damage to water mains, Resident will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Resident immediately upon presentation of bill by Management. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceedings or actions available to Management at law or in equity.
- H. Water service lines and riser (water service line and riser are those lines running underground from the water main up to the approximate surface of the ground at a point where the Resident's primary home water supply line is connected. If the Community has individual water meters installed, then the water meter is owned by the Community) are owned by and are the responsibility of Management UNLESS damage is caused by an action or a contributory inaction of Resident or any representative, guest etc. of Resident. Should Resident or any representative, guest etc. of Resident cause through their action or contributory inaction damage to sewer service leads, Resident will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Resident immediately upon presentation of bill by Management. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceedings or actions available to Management at law or in equity. RESIDENT IS RESPONSIBLE FOR DAMAGE DUE TO FREEZE-UP OF WATER SERVICE LINES AND RISERS (INCLUDING WATER METERS IF PRESENT). Resident should read other sections of these Community Rules and Regulations which apply to home set-up, installation, utility connections, etc. and is advised to make sure that heat tape is properly installed and function. Heat tap MUST protect the water service lines and riser from freezing by extending a sufficient distance into the riser and the water meter by being properly wrapped and insulated.
- I. Resident's primary home water supply line is that line(s) running underneath the Resident's home and connecting all points of water supply from the home to the water service line and riser. This primary home water supply line is owned by the Resident and is the responsibility of the Resident. Management neither owns nor has any responsibility whatsoever for any portion of the primary home water supply line.
- J. Individual Resident home sites may contain a number of other improvements including, by way of example and not limitation, sheds, steps, decks, landscaping, trees, shrubs, etc. Management neither owns nor has

any responsibility whatsoever for any portion of these items EXCEPT that no tree or shrub may be removed, pruned, or altered in any way by Resident without first obtaining the written approval of Management and certain other improvements may require written approval of Management for construction, modification or removal (by way of example and not limitation deck, stairs, etc.) as required elsewhere in these Community Rules and Regulations.

**THE OBLIGATION OF GOOD FAITH IS IMPOSED ON BOTH PARTIES** to these Rules and Regulations in both the performance and enforcement of the conditions contained herein. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

***Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant’s personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant’s lease and will result in eviction from the park upon three days notice of such violation, breach, or default given by management***

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this day of \_\_\_\_\_, 20\_\_

Tenant (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Management

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Print Name