

**Heritage Hills
Mobile Home Estates
Community Rules and Regulations**

Welcome to our community of satisfied Residents. We are truly committed to providing all of our Residents pleasant surroundings within a well governed, peaceful, and attractive Community.

The following rules and regulations governing Heritage Hills Mobile Home Estates (hereafter referred to as the Community) have been created in accordance with Michigan Law to provide all Residents with a written statement of our Community standards and procedures.

The management of Heritage Hills Mobile Home Estates is instructed to enforce these Community Rules in a uniform manner. These guidelines are based equally upon your cooperation.

If you do not understand a particular rule, please ask your Community manager to explain it to you.

MANAGEMENT:

The Property Manager is: EXIT Real Estate of Ludington, Robin Koikas. 401 W Ludington Ave., Suite 101 Ludington, MI 49431. **231-845-5353**, robinkoikas@exitrealestateofludington.com.

Management Approval

All prospective Residents must complete a RENTAL APPLICATION. Forms are available at EXIT Real Estate of Ludington 401 W Ludington Ave, Suite 101, Ludington, MI 49431.

Management has the right to reject a prospective Resident for any reason not prohibited by law. If a prospective Resident provides false or misleading statements in the rental application, Management will not approve the residency. All Residents are required to sign a Lease contract for one year with Landlord signature as approval on the lease. Residents may not rent or sublease their home.

Security Deposit

At the signing of the lease agreement the tenant shall deposit with Management a security deposit as shown on the lease agreement, as security for the performance by the tenant of the terms under the lease. The security deposits are held in Trust as required by Michigan Law.

Owner of Record

At least one Resident shall, at all times, warrants and represents ownership of the Manufactured Home and the Resident's name appears on the Certificate of Title. All homes located in the Community must be titled by the State of Michigan and a copy of such title must be provided to the Management upon entering the Community.

Resident Registration

All Residents are required to register with Management and that any and all occupancy changes in your home be reported to management, in writing, within five (5) days of any such change. This includes registering all Resident vehicles and any pets. No Resident may permit anyone other than the person(s) listed on the Lease Agreement to live on the premises without prior written approval from the Management.

Residency

Maximum occupancy within the community shall be Two (2) persons per bedroom. Any increase in the number of people must have prior written approval from Management.

Amendments

From time to time, rules and regulations may be changed or additional rules may be added. Prior to the implementation of a new or amended rule or regulation, a thirty (30) day written notice of the proposed change will be forwarded to Residents and a copy therefore posted in a conspicuous location within the Community. New or amended rules or regulations will be effective thirty (30) Days after delivery and posting. Any new rules or amendments are considered a part of the Rules and Regulations and will be enforced accordingly.

Enforcement of Rules and Regulations

Every effort will be made by management to ensure that the Rules and Regulations are enforced and that the quiet enjoyment and comfort of all Residents is not disturbed. Ignorance of a Rule or regulations will not be accepted as an excuse.

Notice of Rule Violation

Residents who violate a rule or regulation will be contacted by Management either by personal visit, a telephone call, email or the issuance of a written Rule Reminder, Notice of Rule Violation or a Notice to Quit, Termination of Tenancy. If a Notice of Rule Violation is issued, it is expected that the violation will be corrected by the date stated on the Notice. Failure or refusal to correct a violation will result in a **\$50.00** fine per violation.

Failure or refusal to correct a violation after a second violation will result in a **\$100.00** fine per violation. Chronic or repeated violations of the Rules and Regulations may lead to eviction proceedings. Compliance with the Rules and Regulations is essential to provide you and your neighbors with pleasant and peaceful surroundings.

Termination of Tenancy

If you receive a Notice to Quit for just cause Termination of Tenancy, you are entitled to request a conference with the Community owner or representative of the owner. The conference must be requested by certified mail within (10) days of receipt of the Notice to Quit, Pursuant to MCLA 600.5777.

Payment of Rent/Failure to pay rent

All Tenants must sign a one-year Lease with Management. Rents are to be paid monthly. Rental payments may be mailed or be paid in person located at the property manager's office. Payments can be made by personal check, money order, cashier's check, certified check or ACH payment.

Late fee

A late fee of **\$50.00** will be assessed to all Residents whose rent is not received by Management on or before the **fifth** day of the month. Additional **\$50.00** will be assessed to any resident whose personal check is not honored for any reason and rent shall be deemed late.

In the event Resident fails to pay rent or other charges on or before the **fifth** day of the month, Management will issue a Notice to Quit for Non-payment of Rent. If management thereafter institutes legal action against Resident based on the default in the payment of rent, the payment of rent then due will be accepted by money order, cashier's check, certified check or ACH payment. Resident shall reimburse Management for the expenses incurred by Management as provided by law. Failure of Resident to make timely payment of rent or other charges as provided in the lease agreement or Rules and Regulations on **three (3)** or more occasions during any **twelve-month** period, for which Management has served written Notices to Quit for Non-payment of rent pursuant to MCLA 6005714 (1) (a) and Resident has failed or refused to pay such rent or other charges within the time period stated in the Notice to Quit is just cause for termination of tenancy pursuant to MCLA 600544 (2)(I).

Payment of Rent During Termination Proceedings

Pursuant to MCLA 600.5779 Resident shall continue to pay all rent and other charges to Management, when due, following the issuance of a Notice to Quit for just cause Termination of Tenancy. During the pendency of the action, Management may accept all payments of rent and other charges without prejudice to the action to evict the Resident. If payment of rent and other charges is not timely made, Management may proceed under MCLA 600.5714(1)(a) without prejudice to the just cause termination proceedings.

Liquidated Damages

The prevailing party in a contested action to terminate a tenancy pursuant to MCLA 600.5775, will be awarded liquidated damages of not more than **\$500.00** for an action in district court and not more than **\$300.00** for each appellate level. Liquidated damages shall not be construed to be a penalty, nor shall the payment of such liquidated damages preclude Management from recovering any actual additional damages including, but not limited to those which may have been incurred as a result of unpaid rent, damages to the leased site or common areas, to the cost to remove the manufactured home from the community.

Manufactured Home Installation Standards

All manufactured homes brought into the community are to be installed in accordance with all of the rules and standards set forth in the general rules developed by the Department of Commerce, Mobile Home Commissions, being R125.1601, Mason County Michigan Zoning, and in accordance with the Manufactures written installation instructions.

For your safety and welfare, rules regarding the installation of mobile homes have been developed by the Michigan Department of Commerce, Mobile Home Commission. The manufacturer of your home should provide written instructions specifically created for the installation of your manufactured home. Therefore, you should make sure your home is installed by a licensed manufactured home installer who is familiar with the installation requirements, including, but not limited to, placement, blocking and utility hookups.

The Manufactured Home Commission rules also require each home to have at least one fire extinguisher that is approved by the national fire protection association, and one smoke detector that has been approved by the state construction code commission. Rule 125.1702(a)(d). The homeowner of a home brought in this state for use as a dwelling shall have 90 days to comply.

In addition to the above, the community installation requirements and standards are as follows:

1. An inspection of your home will be made prior to entering the park and is subject to refusal if, in the opinion of Management, it does not conform to our minimum standards.
2. All permits required by Mason County Zoning is at Resident sole financial responsibility.
3. No home with seven (7) foot ceilings throughout is allowed in Heritage Hills Mobile Home Estates. Each home entering the Park must be a minimum of fourteen (14) feet in width and seventy (70) feet in length, for singlewide homes.
4. Management will assist the dealer or owner with spotting the home on site. All set-up work must be done by a qualified mobile home set-up company at the tenant's expense.
5. Utility connections and required permits of gas, water, and electric in the home are the sole responsibility of the resident. All utility hookups shall be made in compliance with the Department of Commerce, Mobile Home Commission Rule 125.1603, the written manufactures written instructions and all Mason County Codes.
6. Natural gas is piped to all lots and each home must use either piped gas or electricity for heating and cooking. No external gas bottles or fuel tanks are allowed.
7. The towing hitch must be removed during setup and stored under the home.
8. The wheels of your home must be removed. Axles are not to be removed. The Manufactured home frame must be lowered as close to the ground as possible. Homes must be tied down with a device that meets local and state requirements.
9. Approved skirting is required and must be installed within thirty (30) days of the date the home is placed within the Park. Materials and color are to match or coordinate with the exterior of your home. Approved colors are white, brown or gray. Other colors of skirting must have written Management approval before being installed.
10. Steps are required to each door. Resident is responsible for Steps leading to all doors and are to be treated wood with proper attach railings in accordance to the Mason County Zoning. Steps are to be maintained in a safe and attractive manner. Fiberglass or concrete steps must be approved by management.
11. Homes must have an outside faucet and electrical outlet on the front door side of the home. Clothes dryers shall be vented out through the outside of the home or skirting.
12. House numbers are to be attached to your home as soon as the home enters Heritage Hills Mobile Home Estates. They must be easily visible from the street (**this is very important for emergency services**). They must be at least three (3) inches high. Numbers are to be placed either vertically or horizontally to the best suitable spot on the front/street side your home.
13. Fences may not be installed around or on home site.
14. Resident shall solely responsible for any damage to community property or that of other Residents resulting from the installation of their manufactured home.
15. Residents shall not occupy the home unless a copy of the required Occupancy Permit is issued from Mason County Zoning.
16. At time of occupancy, Resident shall provide to Management a key to the home. Management shall have no right to enter a home, unless the Resident's prior written consent has been obtained or if such written consent is not obtained, to prevent imminent danger to the occupant(s) of the home, or to other residents of the community or to the community.

Improvements and Alterations

Residents shall make no alterations to the exterior of the mobile home or to the leased site without the written permission of management. Residents must provide management with a sketch to scale of the appearance or location of the proposed improvement or alteration. Any additional permit required by Mason County is the Resident's sole responsibility. Management's written permission does not affect Mason County requirements. Residents who make improvements or alterations without first obtaining required permits and/or written Management approval may be required by Management to remove the improvements or alterations.

All improvements or alterations are to be performed by a licensed and insured contractor unless the improvement or alterations are performed by the resident.

1. Ramps added on the mobile home site will be permitted for physically impaired Residents. The homeowner must submit construction plans to Management for approval **prior to starting construction**. Should the impaired person move out of the home, the handicap ramps must be removed.
2. Sheds are allowed. Documentation of shed ownership is required to be furnished to Management prior to moving into the park. The shed must be painted to match your home. Clear coat finishes will not be acceptable.
 - A. Sheds must be no larger than 12' wide, 12' deep, and 12' in height. Sheds must be pre-built or pre-cut. If the shed is built from scratch, then a licensed contractor is required.
 - B. Any shed that does not comply with the above guidelines shall conform to these guidelines upon being rendered unserviceable and/or at the time of resale of the home.
3. All decks and porches must have skirting of painted treated wood or plastic. Latticework is permitted if it is treated wood or plastic. If skirting is wood the board width is maximum 12" wide. Spindle handrails must be installed on all exposed sides.
4. Miss Dig must be contacted at 1-800-482-7171 and flags posted prior to digging or driving any posts or other items into the ground. Residents are responsible for contacting utility company to verify the location of any underground utilities.

5. Antennas are not allowed in the park.
6. Satellite dishes are allowed in the park, if a copy of the dish contract is provided to the park management.
The “dish” must be attached to the home or the shed and cannot be larger than 2ft in diameter. It cannot be on a separate post. All dishes must be removed from the home once it is disconnected from service.
7. Central air conditioners must be installed by a professional installer and installed according to Township and State codes. Central air conditioner compressor must be placed toward the rear of the home on a concrete foundation or other platform designed specifically for this type of installation. They cannot be placed in an area as to impede or make excessive noise to neighboring tenants.
8. Window air conditioners are allowed only with written permission from Management. Approved window air conditioners must be properly installed and removed before winter and securely braced to the home. Bracing to the ground or cement work is not allowed.
9. Fireplace installation shall be done by a licensed installer who shall obtain the required mechanical permits. Any fireplace installed shall have the Underwriters Label of Certification / UL equivalent. Chimney stacks must be installed through the mobile home roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard in the Park. Chimneystacks may not be constructed through the sidewall of the mobile home.
10. Exterior fires and/or fire pits (enclosed or open) are not permitted.
11. Canopies and awnings are to be constructed of approved materials and are to be maintained in good condition. They must be at least four feet (4') back from the street and should be checked yearly for damage that might make them unsafe, such as loose bolts or panels. No plastic or other materials are permitted to enclose a porch or canopied area.
12. Carports need to be pre-approved by management and residents must show detailed drawings from a licensed contractor to be approved. Kit style carports are encouraged and must be also approved by management.
13. Trees and shrubs may be planted with prior written approval from Management. All trees, shrubs, and perennial flowers become property of the Community. Landscaping must be weeded and trimmed. Dead plants or flowers must be removed promptly or cut back. No shrubbery, landscaping, or lawn décor is permitted in the front yard of the home beyond two feet (2) adjacent to the home.
14. Garages are not allowed in the park.

Home and Home Maintenance

Resident are required to maintain the home and site in a clean attractive fashion at Resident's own expense. Each Resident is liable for their own site in reference to accidents, fire, theft, utility connections, cleanliness and any nuisance that might occur in connection with the Resident or the Residents guests. Failure to maintain the physical condition or appearance of the mobile home or mobile home site is just cause for termination of Tenancy.

1. All windows, doors, siding, skirting, roof, screens, screen doors, steps, decks, and carports are to be in good condition at all times.
2. Any damage to the exterior of your home including broken windows, doors, siding, skirting, screens, screen doors, steps, decks, roof, and carports or any other exterior fixture must be repaired or replaced within fifteen (15) days of occurrence.
3. Drapes, curtains, or blinds must be installed on the interior of all home windows and should be cleaned and maintained. No sheets, towels, blankets, etc. are to be used as curtains.
4. No plastic, cardboard, plywood, or vinyl is allowed on the exterior of doors or windows at any time.
5. No towels, rugs, clothing, apparel or other forms of laundry of any description may be hung outside the home. No lines of any kind are permitted.
6. Lawns are to be mowed, raked, seeded, fertilized, and properly watered to maintain a healthy and attractive appearance. Resident is responsible for cutting the grass up to the neighbor's home on the side and to the rear lot line. Failure to maintain the home site as required will result in a Notice of Rule violation, requesting the resident to perform the maintenance by a certain date will be issued. If the violation is not corrected as requested, management has the right to enter the site and perform necessary lawn maintenance.

The charges incurred as a result of such maintenance shall be deemed as rent and collectible as rent.

Trimming site (per occasion) \$15.00 Mowing and Trimming site (per occasion) \$35.00

7. Snow and ice are to be removed from all driveways, parking areas, steps, and patios on the home site. Snow may be piled in the side yard. Snow may not be piled in the road.
8. Patio/Outdoor furniture and grills are allowed on decks and porches maintained in a safe and attractive condition and must be free of all debris.
9. Bikes, lawnmowers, toys, etc., must be stored out of site when not in use and put away at night.
10. Trash bags, boxes, interior furniture, bottles, debris, car parts, bikes, etc. on site is strictly prohibited. In the event of a violation for debris, a Notice of Rule violation, requesting the Resident to remove the unapproved item(s) by a certain date will be issued. If the violation is not corrected as requested, the resident will be charged **\$50.00** for the first violation in 30 days, **\$75.00** for the second violation in 30 days, and **\$100.00** per each violation thereafter. The charges incurred will be rent and collectable as rent.

11. Resident is responsible for water supply protection devices. Heat tape, UL or similarly listed, shall be installed at the time the home is installed on site and replaced, when necessary, to prevent the freezing of service lines, valves and riser pipes.
If there is any freezing and/or water damage resulting to any portion of the water service, or the water meter, due to neglecting this requirement, the repair will be at the expense of the Resident.
12. No permanent play structures such as swing sets, or trampolines are allowed on or upon the homesite.
13. The park will maintain street lights. Please notify Management if the streetlight near your home is not working.

In the event a Resident fails to maintain the home site as required, Management will issue a Notice of Rule violation, requesting the Resident perform the necessary maintenance by a specified date. If the violation is not corrected as requested, Management has the right to enter upon the site and perform any and all necessary maintenance as permitted by law. The charges incurred as a result of such maintenance shall be deemed as rent and collectible as rent **(per hour, each occasion) at a rate of \$75.00 plus materials. A one-hour minimum charge will be added to the Resident's account and deemed unpaid rent if Management provides any maintenance services.**

Utilities and Refuse

All sewer lines above ground level are the responsibility of the Resident. Sewer lines must be tightly secured so there is no drainage on the ground. Garbage disposals strictly forbidden. **Do not place disposable diapers, sanitary napkins or tampons, baby wipes, personal wipes, or rags in your toilet.** If sewer becomes clogged and in the process of cleaning it, management can provide evidence of a foreign object or substance, the Resident will be charged (per occasion) **\$200.00**. All charges will be deemed rent and collected as rent.

Each residence is required to be fitted with a meter measuring the use of water/ Sewer supplied to and used by the unit. Water/ Sewer usage will be billed separately by Universal Utilities. Residents are required to pay for the water/ Sewer usage attributable to their unit in the same manner as all other utilities or services. Bills will be sent directly to each unit and are due and payable on receipt. Any bill not paid within 15 days of receipt will be considered late, and subject to the assessment of a late fee. All charges are considered additional rent and will be added to the Resident's account. Nonpayment, refusal to pay, or failure to pay the amounts due constitutes a material breach of the lease agreement and subject to any and all legal and/or equitable remedies prescribed by law or equity up to and including termination of the tenancy and institution of summary proceedings to evict the noncompliant Resident. At the time the water meters are installed at each unit, each Resident will receive a summary of the billing account and service fees, late fees, usage fees, etc. Existing Residents are required to sign a Water/ Sewer Service Addendum modifying the existing lease, detailing the fees as they will be charged to each Resident. Failure or refusal to execute the Addendum is considered a material breach of the lease agreement, enforceable by Management as provided by law under the lease agreement and applicable Michigan law. New Residents will be provided with the same at the time the lease agreement is executed prior to the start of the tenancy.

The use of water, irrigation device or system on or about the exterior of the Residents mobile home is strictly limited to the watering the grass and flowers as necessary and washing the exterior of the Resident's home and accessories only. Residents may not use any water for business use. If a Resident is found to be using water for business purposes the Resident will be charged (per occasion) **\$200.00**. Residents will be charged **\$1000.00** plus the entire cost of water treatment and testing if the Resident is found to have contaminated the water supply. All charges will be deemed rent and collected as rent.

All garbage must be in plastic bags, tied shut, and placed in either of the two (2) dumpsters at the front of the park. The dumpsters are for daily household garbage only.

Do not dump construction material, drywall, paint cans, boxes, furniture, appliances, storage containers, or yard waste in community dumpsters or near the dumpsters. Residents are responsible for their own said items.

Summit Township has their own dump site for any other items. Any Resident found to have put unapproved items in the dumpster will be charged (per occasion) **\$100.00**. All charges will be deemed rent and collected as rent.

Residents are responsible for all gas, electric, telephone, cable, garbage and maintenance bills that are generated in their own residence. The Resident must apply for these services themselves, as Management will not become involved in the transactions. Any Resident living without gas, electric or water service may be subject to eviction if there is not an acceptable reason for the shut-off.

Any winterization of home (such as plastic for storm windows, insulation, and skirting, etc.) must be on the interior of the home. There will be no temporary exterior attachments of any nature.

Vehicles

Residents shall park only in the space(s) provided by Management or designated guest parking, currently Lots: #13, #7 and #8. Parking is not allowed on grass/lawns, street, fire lanes, or within ten (10) feet of fire hydrant, patios or porches. Residents shall not double park on any one space. Residents shall not use guest parking for personal use.

1. All vehicles must register with Management.
2. All vehicles operating in the community must abide by the posted 5 M.P.H. speed limit, one way, and traffic signs. Violators will be issued Notice of Rules violation and Issuance of three (3) is just cause for Termination of Tenancy.
3. All vehicles must have adequate and functioning muffler. The operation of vehicles not properly muffled or malfunctioning mufflers within the community is not allowed.
4. Routine maintenance or minor repairs on vehicles may be carried out on site i.e., spark plugs, windshield wipers, repair of a flat tire. Other repair or maintenance such as oil change, replacing exhaust, and rebuilding an engine is not permitted. Any vehicle dripping or leaking fluid of any kind must be repaired immediately. Any spills must be cleaned up by Resident, or Management will do so and charge the Resident a minimum of **\$100.00** per violation. All charges shall be deemed rent and collectable as rent. Vehicles may not be placed on Jacks, blocks or any other device.
5. No commercial vehicle or a vehicle with a load capacity of one ton shall be kept, stored or placed within the Community, except while making regular deliveries.
6. As permitted by law, Management reserves the right to remove vehicles in violation of these Rules and Regulations and further reserves the right to remove inoperable vehicles without current license plates. All costs incurred hereto shall be paid by Resident.
7. Licensed Motorcycles are allowed to operate only for transportation in and out of the community. Joy riding within the community is not allowed. Licensed Motorcycles are to be parked in Residents assigned parking space or in Resident shed only.

Recreational Vehicles, Campers, Boats and Trailers

1. Operation, parking or storing of mini-bikes, mopeds, go-carts, dirt bikes, ORV'S, ATV'S, golf carts, snowmobiles and other vehicles of this nature are strictly prohibited in the Community.
2. Operation, parking, storing or utility connection of motor homes, campers, truck bed campers, fifth wheel campers, boats, utility trailers, work trailers, enclosed trailers and other vehicles of this nature are strictly prohibited in the Community. The above items are only allowed in the Community for the purpose of loading and unloading with a maximum time limit of four (4) hours per week. Resident must notify Management each time Resident intends to bring any of the above items into the Community. Residents of the Community which own any items contained herein shall be allowed to park/store on the lot adjoining the Community located on Kinney Rd, upon registration of said item with Management prior to parking.
3. Tents are strictly prohibited from prohibited in the Community.
4. In the event of a violation, a Notice of Rule violation, requesting the Resident to remove the unapproved item(s) by a certain date will be issued. If the violation is not corrected within that time, the Resident will be charged, per each violation, **\$100.00**. All charges shall be deemed rent and collectable as rent.
5. As permitted by law, Management reserves the right to remove any and all items in violation of these Rules and Regulations. All charges incurred hereto shall be paid by Resident. All charges shall be deemed rent and collectable as rent.

Conduct

It is required that all Residents respect the rights of others to enjoy quiet and peaceful use of the Community.

Excessive loud talking, abusive language, shouting, radio, stereos, television, and other disturbing noises are not permitted in the community. Interference with the quiet environment of other Residents of the Community is just cause for termination of tenancy under MCLA 600.5775.

Pets, Service Animals, and Emotional Support Animals

Residents may apply to Management to have one (1) domesticated animal per household. All domesticated animals kept by Residents must be registered with Management PRIOR to bringing the animal into the Park. Registration includes, breed, age, weight, height, markings, neuter or spayed status and name. Failure to abide by these Rules and Regulations may result in demands for removal of domesticated, loss of privileges and/or eviction.

1. Current rabies tag and current license tag issued by Mason County are required to be worn by all domesticated animal and service animal.
2. Dangerous or aggressive animals are not allowed. Any animal that displays dangerous or aggressive behavior as determined by Management in its sole and unfettered discretion must be removed from the premises. Aggressive behavior may include, but not limited to lunging, growling, biting, and/or barking at Residents or other animals.

3. Management reserves the right to exclude dogs of a certain breeds including, but not limited to those commonly referred to as Doberman, Rottweiler and Pitt Bull (including Staffordshire Terriers, Staffordshire Bull Terriers, and American Pitt Bull) as well as physical characteristics of one or more of those breeds, or that have a wolf-like appearance. The decision whether an animal meets any of the above criteria lies in the sole and unfettered discretion of Management.
4. Management reserves the right to reject any animal including exotic pets such as snakes, wild animals or animals which in Management's sole discretion appear dangerous to others and or inappropriate to house within the community.
5. "Beware of Dog" signs are not permitted.
6. No animal shall exceed a height of eighteen (18) inches at full growth height.
7. Residents are required to clean up after their animal defecation on their site and while walking in the park.
8. When outside, animal must be kept on a hand-held leash.
9. Animal may not be tied up and left outdoors.
10. Management may require removal of pets that cause excessive noise or disturb other residents.
11. Management adheres to all Fair Housing requirements regarding Service Animals. Please contact Management prior to bringing a Service Animal into the community. Emotional Support Animals are not Service Animals and are not covered by the ADA, or subject to the same protections as a trained Service Animal. However, Emotional Support Animals will be considered by Management to be kept subject to the same rules and regulations as defined in this section. All animals kept by Residents are required to have proper health certifications including current proof of rabies vaccination and Parvovirus issued by a licensed veterinarian. Copies of health certifications are required to be submitted to Management on an annual basis.
12. Residents shall be responsible for ensuring that the pet does not damage property (including grass, landscaping, flowers, Management's property and property of others) and Residents shall be solely responsible in the event of any such damages and agrees to pay all costs involved for restoration or replacement of damaged property. All costs incurred shall be considered additional rent. Residents agree to indemnify and hold harmless and defend Management together with its Residents invitees, agents, contractors and employees, owners, affiliates and managers, against all liability, judgements, expenses (including reasonable attorney fees) and all claims by third parties, for any injury to any person or to property caused by the domestic animal or service animal.

Management disclaims any and all responsibility for the occurrence of harm, injury or death to a animal caused by agents or employees or by residents, including forced destruction of an animal for failure to maintain current rabies vaccinations.

Disclaimer

Management disclaims responsibility for accidents 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 lots property resulting from fire, theft, wind, floods, or any other act of God wish 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.

Loss and Liability

It is recommended that each mobile home owner procure a mobile home comprehensive form insurance policy insuring a home against loss or damages and coverage for personal injuries which may occur on the home site or within the home.

Curfew

Anyone under 18 must be off of the streets and indoors per the local curfew ordinance.

Community areas are defined as roads, guest parking, mailboxes and dumpster area. Entering any area other than community areas without Management written approval shall not be permitted.

Mailboxes

A mailbox has been provided for and located at the entrance/exit of the community with matching number of your homesite. These mailboxes are federal government property and can only be used by a postal service employee. Residents shall not tamper, modify or change the mailbox at any time. Resident shall notify Management immediately of any damage to the Residents mailbox.

Personal and Fire Safety

Management is concerned with you and your family's well-being. Our Rules and Regulations are the means of providing a happy and safe living environment. Adherence to the following guidelines is very important:

1. All Residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, the home site and surrounding community. Please note that you are responsible for all the actions of your children and guests, as provided by law.
2. All home sites are to be kept free from fire hazards. For your safety, do not store combustible materials, gas powered lawn mowers, anything that will attract pests, rodents, insects, wild animals etc. under your home.
3. It is the responsibility of the Resident to monitor radio and or television for severe weather warnings. There are no government approved shelters within the community.
4. 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.
5. No fire hazards or hazardous waste of any kind are allowed in the community. In the event a Resident fails to follow this rule, a Notice of Rule violation, requesting the resident to remove such item(s) by a certain date will be issued. If the violation is not corrected as requested, management has the right to enter the site and remove hazard(s) The minimum charge for removal (per occasion) **\$200.00**. Charges incurred as a result of such maintenance shall be deemed as rent and collectible as rent.
6. No open fires of any kind are allowed in the community.
7. Resident must furnish Management with the name, address, and telephone number of a person to be notified in case of an emergency.

Firearms and explosives

Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. Firearms are not permitted in common areas of the community. The discharge of firearms, BB guns, fireworks, sling shots, bow and arrow or similar devices is strictly prohibited.

Right of Entry

Management shall have the right to enter onto the home site to inspect, repair, or make alterations or additions to the premises or the utilities situated on the leased site, or for the purpose of protecting the community. Management may enter upon the home site at all reasonable time, but not in such a manner or such a time as to interfere unreasonably with the Resident's quiet enjoyment. Management shall have not right to enter a home, unless the Resident's prior written consent has been obtained or if such written consent is not obtained, to prevent imminent danger to the occupant(s) of the home, or to other residents of the community or to the community.

Keys

In the event that Management provides keys to Residents for any reason, a fifty (**\$50.00**) charge will be assessed for every lost key.

Advertising, Soliciting and Commercial Business

Advertising, soliciting or delivering of handbills is not permitted. Management reserves the right to communicate with Residents through distribution of written materials from time to time.

1. No commercial enterprise or business may be conducted in the community.
2. No individual yard, porch, lawn or similar sales are allowed in the community. Management will have a common sale for all Residents once a year. Residents will receive prior notice as to the date and time of the sale. Management will advertise for the sale in the Ludington local newspaper.

Sale of home and Landlord's Right of First Refusal to Purchase

Tenant has the right to sell their home while the home is located in the community in accordance with the terms of the Rules and Regulations established by the Landlord. Tenant shall give Landlord the first right of refusal to purchase Tenant's home. Any purchase agreement entered into by Tenant must disclose to the prospective purchaser the existence of Landlord's rights. Upon receipt of a fully signed purchase agreement for the sale of the Tenant's home, Tenant must give the Landlord written notice of the purchase agreement along with a copy of the fully signed purchase agreement attached to the notice. Landlord shall have ten (10) business days following receipt of the notice to elect to purchase Tenant's home, and if Landlord elects to purchase Tenants Home, for 100% of the purchase price set forth in the purchase agreement. Landlords must give Tenant written notice of election to purchase a prior to the expiration of option period. In the event Landlord does not elect to purchase the home, Tenant is permitted to sell provided the sale is in strict accordance with the purchase agreement, Rules and Regulations and closes within 45 days of expiration of option. If the sale does not occur for any reason, the Landlord's right of first refusal shall reapply for any future sale of the home. This also applies to the sale of homes where the home is to be removed from the community.

On-site resale of home

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the home. To ensure that the purchaser(s) of your home will be permitted to keep and occupy the home on the leased site, the following criteria must be met:

1. The exterior physical appearance and condition of the home and leased site must be in good condition (windows, siding, skirting, shed, lawn, etc.). Therefore, prior to listing the home for sale, you are required to have Management inspect the exterior home and site to ensure that they are in compliance with community standards. The fee for inspection is twenty-five (**\$25.00**) dollars which must be paid prior to inspection. The inspection is valid for 90 days. If your home is not sold within that period, a supplemental inspection is required and will be performed at no charge for up to one (1) year after the initial inspection. All items that need repair or correction must be completed prior to Management's final authorization of resale. Management reserves the right to modify the pre-sale requirements if damage is done to the home or lot subsequent to the initial inspection.
2. Signs: One (1) 9"X12" FOR SALE sign may be placed inside the front window of the home, but only after inspection fee has been paid and all corrections/repairs have been made completed.
3. Prospective Residents must meet with the community Management, apply for and be approved for residency PRIOR to the closing on the sale of the home. If the purchaser of a home occupies the home without obtained Management approval, the purchaser will be deemed to be a trespasser and may be evicted from the community. The Resident will remain responsible for all the rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home.
4. All rent and applicable charges due by the Resident to Management must be paid in full prior to the closing or transfer of the home and home site. The security deposit held in Trust shall not be used for any rent or charges. The security deposit held in Trust shall not be transferred.
5. Any improvements, alterations or additions to the home and or home site which are to remain on the home or home site following the onsite sale, with the exception of concrete pads and Community owned utility connectors, must be sold and transferred to the purchaser at time of sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected by a licensed installer to ensure that they have been properly installed, activated and maintained.
6. Authorization of resale by Management is not a warranty to any person as to the condition of any part of the home or its accessories

Removal of Home

1. Resident must give Management thirty (30) days written notice of their intent to terminate their residency and remove the home from the community. The thirty (30) days commences with the date Management actually receives the written notice from the Resident intention to vacate. All rent and applicable charges due by the Resident to Management must be paid in full prior to the removal of the home from the leased site. If the home is removed without any prior written notice, the Resident shall remain liable for rent for a thirty (30) day period commencing with the date the home is actually removed from the community.
2. The leased site must be left clean, free of all debris and in neat condition. Any improvements, installations or accessories placed on the leased site including, but not limited to, decks, sheds, porches, tie-downs, anchoring systems, awnings, carports, cement blocks etc. shall be removed from the site. These items do not become fixtures or property of the community. Concrete pads, piers, trees and shrubs may remain on the site following the removal of a home.
3. All expenses incurred by Management in repairing or restoring the site to its original condition, such as the cost of removing any items, will be charged to the Resident.
4. Resident shall be solely responsible for any damage to community property or to property of other Residents resulting from the removal of the home from the Community
5. Management assumes no responsibility in the event that a dealer, bank or other secured party removes Resident's home from the Community, except Management's failure to perform a duty or negligent performance of a duty as implied by law.

Buyers and Residents Handbook

A handbook for manufactured home buyers and residents is available online for you to print or download from the State of Michigan at www.michigan.gov/bcc

Acknowledgement of Community Rules and Regulation

Prior to admission to this Community, each Resident must sign and acknowledge that Resident has received and read a copy of the Community Rules and Regulations. All terms and conditions of the Lease Agreement are specifically incorporated herein and Residents, whether they accepted or declined to sign the written lease, must comply with such terms and conditions as well as with these Rules and Regulations. Residents agree that they, as well with all other occupants residing in their home and all of their guests, will abide by the Community Rules and Regulations and all state, country, county, and township laws and ordinances. Failure to comply with the Rules and Regulations or other laws may result in the Termination of Tenancy provided by law.

These Rules and Regulations replace and supersede all former Rules and Regulations for the Community as at date: June 12,2025.

The obligation of good faith is imposed on both parties to these Rules and Regulations in both performance and enforcement of the conditions contained herein. Any correspondence regarding Management's execution of the Rules and Regulations may be directed to management.

Thank you

Management.