

# Rudgate Clinton Community Rules

**Welcome!** Thank you for joining our community of satisfied Residents. We are committed to providing our Residents pleasant surroundings within a well-governed, peaceful and attractive Manufactured Home Community. The Community Rules and Regulations have been created to provide our Residents with a written statement of our Community standards and procedures. Please read the Rules and Regulations carefully. If you do not understand a particular rule, please ask your community manager to explain it to you.

## **MANAGEMENT APPROVAL**

All prospective residents must complete a RENTAL APPLICATION. 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.

## **OWNER OF RECORD**

Resident warrants and represents that he is the owner of the manufactured home and that his 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 Management.

## **RESIDENCY**

Maximum occupancy within a manufactured home in the community shall be as follows: Two (2) persons per bedroom. Any person residing within a home for more than thirty (30) days will be considered a permanent occupant and must be registered with Management.

## **ACKNOWLEDGEMENT OF COMMUNITY RULES AND REGULATIONS**

Prior to admission to this community, each Resident must sign and acknowledge that he has received and read a copy of the Community Rules and Regulations as set forth herein and any amendments thereto. All terms and conditions of the Lease Agreement are specifically incorporated herein and residents, whether they have 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 as all other occupants residing in their home and all their guests, will abide by the Community Rules and Regulations and all state, county, and city/township laws and ordinances. Failure to comply with the Rules and Regulations or other laws may result in the termination of tenancy as provided by law.

## **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 Resident and a copy thereof 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 or amended rules or regulations will be 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 Regulation cannot be accepted as an excuse.

## **NOTICE OF RULE VIOLATION**

Residents who violate a rule or regulation will be contacted by Management, either by a personal visit, a telephone call 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 or chronic or repeated violations of the Rules and Regulations may lead to eviction proceedings. Please note that compliance with the Rules and Regulations is absolutely essential to provide you and your neighbors pleasant and peaceful surroundings.

## **TERMINATION OF TENANCY**

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

## **PAYMENT OF RENT/FAILURE TO PAY RENT**

Rents are to be paid monthly. Rental payments may be mailed to community (or clubhouse) office, paid in person, paid electronically, or placed in the lockbox which is located at the Community Office. Rent is due on the first day of each month and must be paid on or before the fifth day of the month. Payment of rent may be made by personal check, money order, cashiers check, certified check or electronic payment. Payment made by a physical check including personal check, non-electronic money order, cashiers check or certified check is subject to a \$10.00 Check Payment Fee per check. For safety purposes, cash will not be accepted. A late/liquidated damage charge of \$55.00 will be assessed to all Residents whose rent is not received by Management on or before the fifth day of the month. If payment is not received by the twentieth of the month, a second late fee of \$30 shall apply. Additionally, a charge of \$50.00 will be assessed to any resident whose personal check is not honored for any reason. And furthermore shall be deemed to be rent and shall be collectable as rent. Thereafter, the Resident must make rental payments by money order, electronic money order, cashiers check or certified check for a period of six months. At the expiration of the six month period, if the resident has paid all rent and other charges on a timely basis during that period, management will once again accept the payment of rent by personal check.

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 only be accepted by money order, cashiers check or certified check. Additionally, 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 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 600.5714 (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 600.5775 (2) (f).

## **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 proceeding.

## **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 the rules and standards set forth in the general rules developed by the Department of Commerce, Mobile Home Commission, being R125.1601, et seq. and in accordance with the Manufacturers' written installation instructions.

Notice to residents: For your safety and welfare rules regarding the installation of manufactured homes have been developed by the Michigan Department of Commerce, Mobile Home Commission. Additionally, 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 (gas, water and electric) hookups.

All manufactured homes sold or brought into this state shall be equipped with at least one fire extinguisher approved by the National Fire Protection Association and one smoke detector approved by the State Construction Code Commission. The homeowner of a home brought into this state for use as a dwelling shall have 90 days to comply with this act.

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

- A. Each manufactured home site shall be numbered and clearly marked for positive identification. Each number shall be easily readable from the street servicing the site.
- B. Approved skirting is required and must completely enclose the space beneath the home. Skirting is to be properly ventilated and access panels of sufficient size, in the utility hookup areas, are to be in place. Materials and color are to match or attractively accent the exterior of your home. Residents shall skirt their home within forty-five (45) days of its placement on the site. The area under the home is to be kept clean and no combustible material, debris or any other storage is to be present.
- C. Steps leading to the entry doors are to be enclosed cement, fiberglass or treated wood. Proper handrail(s) must be attached. Steps are to be maintained in a safe and attractive manner. Off-side entry doors are not to be used as a primary entrance. All steps must be placed on a four (4) inch deep concrete slab or incorporated in an allowed deck.
- D. All porches and decks must be constructed of treated wood and all exposed sides are to be skirted. Proper handrails must be installed on all exposed sides. 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 written approval of Management.
- E. Utility connections of electrical, water, sewer and gas 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 manufacturer's written instructions and any applicable local codes.
- F. Central air conditioner compressors must be placed on a cement or other approved slab on the side or rear of the homesite. Window air conditioning units must be securely braced to the home and cannot be supported by any extensions to the ground. All air conditioning units must be attractively maintained.
- G. Hitches must be removed from the home upon installation and stored beneath the home. If hitches have not been removed from the homes currently located in the community, Residents must attractively maintain the hitch and the area surrounding the hitch. Upon an on-site resale of the home, Resident must remove the hitch or enclose it with approved skirting material.
- H. The manufactured home frame must be placed as close to the ground as possible.
- I. Telephone and T.V. cable lines are to be buried under ground during installation by the appropriate company. Residents are responsible for confirming that this is done. The connection line to the home must be installed either under the home or under the siding.
- J. In order to maintain an attractive community, Residents are strongly urged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas, which may be provided by management, as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. Outdoor reception devices must be installed on Resident's home or on the ground of Resident's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access property located within the community. Outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline without prior written approval of Management due to safety concerns posed by winds and the risk of falling reception devices and masts. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance or use of the reception device. A policy of liability insurance covering such injury or damage must be maintained by Resident and proof of such insurance must be provided to Management. Upon the removal of the outdoor reception device or the termination of Resident's tenancy, Resident must restore the homesite to its original condition. If Resident violates any of the above rules, Management may bring an action before the FCC or any court of competent jurisdiction for declaratory relief and Management may recover from Resident a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, Residents are advised that changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices in the future.
- K. Resident shall be solely responsible for any damage to community property or that of other residents resulting from the installation of the manufactured home.
- L. Fences may not be installed around or upon the home site.
- M. Residents may, after supplying the proposed plan to management and obtaining written approval, increase the foundation size under their homesite, provided the foundation system meets the requirements set forth by the Department of Consumer and Industry Services Manufactured Housing Commission as may be amended from time to time. In addition, the Resident will be required to pay for this additional work.

## IMPROVEMENTS AND ALTERATIONS

- A. Residents shall make no alterations to the exterior of the manufactured home or to the leased site without first obtaining 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 (i.e. porch, deck, carport, shed, awning, cement pad or other home additions).
- B. Resident is responsible for contacting utility companies to verify the location of any underground utilities and the sketch of the proposed alteration is to clearly and accurately indicate the location of such buried utility lines.
- C. Resident is responsible for obtaining any required building permits. Residents who make improvements or alterations without first obtaining required building permits and/or the written approval of Management may be required, by Management, to remove the improvements or alterations.
- D. All improvements and alterations are to be performed by a licensed contractor unless the improvements or alterations are performed by the resident.
- E. All improvements, alterations, anchoring equipment and utility hookups, with the exception of concrete pads, shall remain the property of the resident.
- F. Residents may, after supplying management with the details and obtaining written approval, plant trees and shrubs for their manufactured home site. Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a home site.

## HOME AND HOME-SITE MAINTENANCE

- A. Resident shall maintain the home and site in a clean, attractive fashion at Resident's own expense at all times. Failure to maintain the physical condition or appearance of the mobile home or mobile home site or improvements is just cause for termination of tenancy.
- B. All windows and doors are to be in good condition. Broken windows are to be repaired immediately. No plastic is to be used for replacement. Window blinds or window curtains are to be installed. No sheets, towels, etc. are to be used as curtains.
- C. Lawns are to be mowed, raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. In the event a resident fails to maintain the home site as required, 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 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 to be rent and collectible as rent. The charges for such work shall be as follows:
  1. Trimming site:(per occasion) \$35.00
  2. Mowing and trimming site: (per occasion) \$55.00
  3. All other repairs and maintenance work resulting from resident's failure to maintain premises in good repair: (per hour, each occasion) \$45.00. There shall be a one hour minimum if management provides any of the services outlined herein.
- D. 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.
- E. Resident is responsible for the maintenance of approved personal yard lights, including ensuring that the yard lights are operable during the hours of dusk to dawn daily.

## 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 manufactured home. To ensure that the purchaser(s) of your home, should you decide to sell it, 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 manufactured home and leased site must be in good condition (windows, exterior siding, sheds, lawns, etc.). Therefore, prior to listing the home for sale, you are required to have the management inspect the exterior of your home and leased site to ensure that they are in compliance with the community standards. The fee for the inspection is Twenty and no/100 Dollars (\$20.00) which must be paid prior to the inspection. The inspection is valid for one year. If your home is not sold within that period, a supplemental inspection, at no charge, is required. All items that need repair or correction must be completed, weather permitting, prior to management's final authorization of resale.
2. Two 18" x 24" For Sale signs may be placed in the windows of or on a manufactured home, but only after the inspection fee has been paid and full repairs and corrections have been completed.
3. If the home is to remain on the leased site, the buyer 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 first having obtained Management approval for residency, the purchaser will be deemed to be a trespasser and may be evicted from the community. The Resident will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home.
4. Any improvements, alterations or additions to the manufactured home and/or home site which are to remain on the home or home site following the onsite sale of the home, with the exception of concrete pads, must be sold and ownership transferred to the purchaser upon the 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.

## REMOVAL OF HOME

- A. Resident, if a month to month tenant, must provide Management with thirty (30) days written notice of intent to remove the home from the leased site. If the tenancy is pursuant to a written lease and Resident intends to remove the home upon the expiration of the lease, Resident must, at least thirty (30) days prior to the expiration of the lease, provide Management with written notice of intent to remove the home. The removal of a home by Resident prior to the expiration of the lease term may result in the Resident's continued liability for rent until the expiration of the lease term or until Management is able to lease the home site, whichever occurs first. Forms for notifying Management of Resident's intention to remove the home are available in the community office. All rents and all applicable charges due by resident to management must be paid in full prior to the removal of the home from the leased site. Failure to provide a timely written notice will result in Resident's continuing liability for payment of rent for a thirty (30) day period commencing with the date Management actually receives written notice of Resident's intention to vacate or if the home is removed without any prior written notice, then Resident shall remain liable for rent for a thirty (30) day period commencing with the date the home is actually removed from the community.
- B. The leased site must be left in a clean and neat condition. Any improvements or installations placed on the leased site including, but not limited to, decks, sheds, porches, tie-downs, anchoring systems, awnings, carports, etc., must be removed from the leased site. These items do not become fixtures or property of the community. Only concrete slabs, piers, trees and shrubs may remain on the site following the removal of a home.
- C. Any expenses incurred by Management in restoring the site to its original condition, such as the cost of removing items, including, but not limited to, trash, sheds, anchoring systems and tie-downs, will be charged to the Resident.
- D. Resident shall be solely responsible for any damages to community property or that of other residents resulting from removal of the manufactured home from the community
- E. Management assumes no responsibility in the event that a dealer, bank or other secured party removes Resident's manufactured home from the community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

## SALE OF HOME & LANDLORD'S RIGHT OF FIRST REFUSAL TO PURCHASE

TENANT has the right to sell his/her Manufactured Home while such home is located in the Manufactured Home Community in accordance with the terms of the Rules and Regulations established from time to time by LANDLORD; provided, however, **TENANT shall give LANDLORD the first right of refusal to purchase TENANT'S Manufactured Home as provided in these Rules and Regulations.** Any purchase agreement entered into by TENANT must disclose to the prospective purchaser the existence of LANDLORD'S rights under this paragraph. Upon receipt of a fully executed purchase agreement for the sale of TENANT'S Manufactured Home (the "purchase agreement"), TENANT must give LANDLORD written notice of the purchase agreement with a copy of the Purchase Agreement attached (the "notice"). LANDLORD shall have ten (10) days following its receipt of the notice (the "option period") to elect to purchase TENANT'S Manufactured Home and if LANDLORD elects to purchase TENANT'S Home, LANDLORD shall purchase the Home for 110% of the purchase price set forth in the purchase agreement. LANDLORD'S election to purchase the Manufactured Home shall be made by written notice thereof to TENANT prior to the expiration of the option period. In the event LANDLORD does not elect to purchase TENANT'S Manufactured Home, TENANT is permitted to sell the Manufactured Home provided the sale is consummated in strict accordance with the purchase agreement (including the closing date set forth in the purchase agreement) and the sale occurs within 90 days after the expiration of the option period. If the sale of the Manufactured Home by TENANT does not timely occur, then LANDLORD'S right of first refusal shall reapply to any further sale of TENANT'S Manufactured Home. LANDLORD may seek injunctive relief to enforce this provision if TENANT fails to strictly comply and any purchase agreement or sale entered into in violation of this provision shall be null, void and of no force or effect. This provision applies to the sale of home where the home will be removed from the Community.

## STORAGE SHED

If there is any outdoor storage of any kind, a utility storage shed must be installed at the Resident's expense (one shed per home site). Resident is required to obtain written approval, as it pertains to materials and location, from Management before installing or altering the current structure in accordance to local, county, or state building code. Shed size may not exceed 12 feet x 12 feet and 10 feet in height. Shed pads are to be four (4) inch thick concrete or a treated wood system. Shed color is

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, bicycles, tricycles, lawn care equipment, folding lawn chairs, garden tools, ladders, etc., must be stored in a shed when not in use.

### **TREE MAINTENANCE/REMOVAL**

1. Trees are considered permanently attached to the property and, therefore, become the property of the Community.
2. Normal maintenance and trimming of trees on resident's lots is the responsibility of the resident.
3. If a resident has reason to believe that a tree limb presents a dangerous condition within the community, they are to request the tree limb be removed by the community maintenance staff. This request is to be put in writing at the management office on-site. Community management will make the decision whether or not the limb will be removed at its sole discretion.
4. Trees will not be removed from the premises unless they are considered dangerous or diseased beyond saving. This decision will be at the sole discretion of the community management. A resident may request that a tree be removed in writing at the on-site management office and in the event that the on-site management determines that the tree is to be removed, they must also obtain written authorization from the corporate offices of the Community.

### **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.

### **FIREWOOD STORAGE**

Firewood is to be stored at the rear of the home in a neat and attractive manner at least 12" off the ground. Firewood storage is limited in size to a pile 2' wide x 8' long x 4' high.

### **OUTDOOR FIRE PIT, OPEN BURNING, CAMPFIRES, FIREPLACES**

Local Townships, Cities, and Fire Departments will govern the rule pertaining to the use of outdoor recreational fireplaces within manufactured housing communities. Therefore, it is the responsibility of each homeowner to obtain approval for the use of this type of outdoor equipment from your local Township, City, or Fire Department.

We do not allow uncontrolled campfires, fire rings, and any other type of burning that will emit ashes, sparks, etc. into the air. After use, all fires must be fully extinguished with no smoldering or lingering smoke in the air.

The only equipment that can be used on a site are the approved fire pits, chimneys, etc., sold to consumers that have spark arresting lids, the firewood is contained with screen meshing, etc.

### **TRASH REMOVAL**

Trash bags or containers are not to be left outside the home unless they can be placed within a shed or garage or otherwise completely out of site with the sole exception being the day the trash service is to collect the trash. Trash is removed from the community on designated days. Residents are responsible for placing their trash at the proper pick up location. All trash containers must be placed within a shed or garage or at the rear of the home by the end of the day on trash pick up day. Residents may be responsible for arranging for the removal of large, bulky, heavy items at their own expense. Resident should see Management for details. In the event Management must remove Resident's trash of any kind, Management reserves the right to charge the Resident additional fees for such removal.

### **HOME SITE SNOW REMOVAL**

Home site snow removal is the responsibility of the Resident. Snow and ice are to be removed from all driveways, sidewalks, parking areas, steps and patios on the home site.

### **WINTERIZING HOME**

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

### **AUTOMOBILES**

- A. Residents shall park only in the space(s) provided by Management. Parking of vehicles is not allowed on vacant sites, fire lanes, lawns or patios. Residents shall not double park on any space. Residents shall not use visitor parking spaces for personal use.
- B. All vehicles are to be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within the community is not allowed
- C. Routine maintenance or minor repairs on vehicles may be carried out at the site, i.e., change spark plugs, replace fan belts, or repair a flat tire. Other repair or maintenance projects such as repairing or replacing an exhaust system, oil change, or rebuilding an engine are not permitted. Any vehicle dripping oil or gasoline must be repaired immediately. These spills must be cleaned up by Resident, or Management will do so and charge the Resident. Auto may not be placed on jacks, blocks or any other device on the homesite.
- D. No vehicle with a load capacity in excess of one ton shall be kept, stored or placed within the community, except while making regular deliveries.
- E. All vehicles operating within the community must abide by the posted (15 M.P.H.) speed limit and traffic signs.
- F. If fire hydrants are within the community, vehicular parking is prohibited within ten (10) feet of any hydrant.
- 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 or vehicles without current license plates. All costs incurred thereto shall be paid by Resident.

### **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 be parked in Resident's assigned parking space or they may be stored in Resident's shed. Parking elsewhere is prohibited.

### **RECREATIONAL VEHICLES/UTILITY TRAILERS**

The operation of trail bikes, minibikes, snowmobiles, off-road vehicles, go-carts, all terrain vehicles, utility trailers, and other vehicles of this nature is not allowed within the community. Such vehicles may only be stored at the Resident's homesite if such vehicle can be stored within a shed or garage. Transportation to and from the homesite is to be by trailer only. The storage of boats, campers, motorhomes, and other forms of recreational vehicles upon the homesite or in the street or other location in the community is strictly prohibited. Recreation vehicles may be loaded and unloaded in your driveway, no longer than overnight. No persons may sleep or live in any type of recreational vehicle. No form of recreational vehicle may be attached to any utility connection.

### **CONDUCT**

It is requested 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, television, stereos, and other disturbing noises are not permitted within the community. Interference with the quiet enjoyment of other Residents of the community is just cause for termination of tenancy under MCLA 600.5775.

## **CURFEW**

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

## **RECREATIONAL AND PLAYGROUND EQUIPMENT**

Management allows Residents the opportunity to provide a small wading pool (maximum size 6' x 12" deep) and a sandbox (not to exceed 4' x 4') at the home site. Residents are responsible to empty wading pools every night. Management may provide playground equipment for the Residents within the community. Parents and legal guardians are to stress safety and supervision. No permanent play structures including, but not limited to, swing sets or trampolines are allowed on or upon the homesite. In addition, all basketball goals/posts and other sporting equipment must be portable and must be stored in a shed or against the back of the home and not visible from the street when not in use.

## **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:

- A. All Residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, the homesite and surrounding community. Please note that you are responsible for the actions of your children and guests, as provided by law.
- B. Please take extra care when around any body of water (pond, creek, reservoir, etc.) within the community.
- C. All home sites are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn mowers, etc., under your home.
- D. 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. Please be advised that Washtenaw County does not have a severe weather warning system.
- E. Traffic signs of all types must be obeyed.
- F. Actions which interfere with the health, safety, or welfare of the community, its employed, or Residents, is just cause for termination of tenancy under MCLA 600.5775.
- G. Resident should furnish Management with the name, address, and telephone number of a person to be notified in case of an emergency.

## **LOSS AND LIABILITY**

It is recommended that each manufactured home owner procure a manufactured home comprehensive form insurance policy insuring a home against loss or damage. It is also recommended that Resident include liability coverage for personal injuries which may occur on the home site or within the manufactured home.

## **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 Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

## **PETS**

COMMUNITY PET AND SERVICE ANIMAL RULES Residents may have two\* (2) registered "domesticated" pets per household with Management's approval. All pets are subject to a standard monthly pet fee. Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of privileges and/or eviction.

- A. Where required, a current rabies tag must be worn by the pet.
- B. Dangerous or aggressive pets 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 is not limited to lunging, growling, biting and/or barking at Residents or other pets.
- C. Residents are required to clean up their pet's defecation on their site and while walking their pet.
- D. When outside, all pets must be kept on a hand-held leash.
- E. Pets may not be tied up and left outdoors.
- F. Management may require removal of pets that cause excessive noise or disturb other Residents.
- G. Management reserves the right to exclude dogs of certain breeds including, but not limited to those commonly referred to as Doberman, Rottweiler and Pit Bull (including Staffordshire Terriers, Staffordshire Bull Terriers, and American Pit Bull Terriers), as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.
- H. "Beware of Dog" signs are not permitted.
- I. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.
- J. Management adheres to all Fair Housing Requirements regarding Assistance Animals. Please contact Management prior to bringing any Assistance Animal into the community.
- K. Residents shall be responsible for ensuring that the pet does not damage property (including sod, landscaping, Management's property and property of others) and Residents shall be solely responsible in the event of any such damage 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, Judgments, expenses (including reasonable attorney fees), and claims by third parties, for any injury to any person or to property caused by the Pet.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

\* If you are a current tenant of Sun Homes leasing a home, please see your Lease for any additional restrictions.

## **ADVERTISING, SOLICITING AND COMMERCIAL BUSINESS**

Advertising, soliciting or delivering handbills is not permitted. Management reserves the right to communicate with Residents through distribution of written materials from time to time. No commercial enterprise or business that violates any local, county, or state zoning ordinances may be conducted in the community. Two political yard signs no greater than 18" x 24" may be displayed as long as they are in compliance with the local government ordinance, for a period beginning 4 weeks before and 1 week after a governmental election. Political yard sign means "campaign signs demonstrating a position on candidates for publicly elected offices or proposals for public education."

## **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 times, but not in such a manner or at such time as to interfere unreasonably with the Resident's quiet enjoyment. Management shall have no right to enter a manufactured 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 manufactured home, to other residents of the community or to the community.

### **UTILITY CHARGES AND WATER USAGE**

The RESIDENT shall pay all charges made against the premises for gas, heat, electricity, water and sewer during the continuance of this Lease as the same shall become due. Such charges shall be based upon meter readings. Charges for water and sewer are to be paid to Landlord, will be deemed to be rent and collectible as rent.

If necessary to maintain proper water pressure during summer months, Management reserves the right to limit the watering of lawns between June 1 and September 30 of each year. Management has the ability to change this based on seasons and climate conditions. Resident's with home site numbers ending in an odd number (1-3-5-7-9) may water their lawns on odd number calendar days; home sites ending with even numbers (2-4-6-8-0) may water on the even numbered calendar days. Please do not leave the sprinklers on for an excessive period of time, as waste increases cost. (Summer water restrictions are not to be construed as a ban upon the filling and use of children's small wading pools or watering flowers.)

### **KEYS**

In the event that Management provides keys to Residents, for any reason, a twenty-five (\$25.00) dollar charge will be assessed for each and any lost key.

### **SWIMMING POOL**

The Swimming pool is for exclusive use of Residents and accompanied guests. The swimming pool rules and regulations are posted at the pool. For your personal safety it is vital that you, your family and guests obey these rules. Failure to do so may result in suspension of pool privileges.

### **CLUBHOUSE AND RECREATIONAL FACILITIES**

The clubhouse and its facilities may be made available to Residents and their guests only. Reservations for private parties and gatherings should be made in advance and will be accepted providing there are no other reservations with deposits. A deposit is required prior to use and it will be returned once Management has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to do so may lead to the forfeiture of any deposit. The Resident is financially, legally and otherwise responsible for any and all other expenses related to repair of any damage. Use of the facility is not to disturb the peace and quiet of the community. This is a non-smoking facility. Alcoholic beverages are not permitted within or outside of the clubhouse or on any common grounds area. The use of all recreational facilities within this Community are for Residents only. All guests must be accompanied by a Resident when using recreational facilities. It is the responsibility of the Resident to ensure that their guest(s) observes all applicable Rules and Regulations.

### **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 website at the following address: <http://www.michigan.gov/bcc>

### **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 any community buildings including, but not limited to, the clubhouse and office. Additionally, firearms are not permitted in common areas. The only exception to this is that residents may have a firearm in a locked, private vehicle in parking areas if permitted by law. The discharge of firearms, BB guns, air guns, fireworks, or similar devices is strictly prohibited.

**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. Any correspondence regarding Management's execution of these Rules and Regulations may be directed to:**

**RUDGATE CLINTON**  
27777 Franklin Rd., Suite 200  
Southfield, MI 48034  
Attn: Regional Vice President

# Emergency and Community Interest Phone Numbers

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**RUDGATE CLINTON OFFICE  
OFFICE (586) 463-7460  
FAX (586) 463-1491**

**AFTER HOURS COMMUNITY  
EMERGENCY NUMBER  
(877) SUN-6048  
(877) 786-6048**

**CLINTON TOWNSHIP OFFICES  
(586) 286-8000**

**POLICE, FIRE & AMBULANCE  
911 – EMERGENCY ONLY**

**CLINTON TWP. POLICE DEPT.  
(586) 493-7800**

**CLINTON TWP. FIRE DEPT.  
(586) 263-8437**

**CONSUMERS ENERGY  
Gas - 1-800-477-5050**

**DTE  
Electric - 1-800-477-4747**

**AT&T (Phone)  
1-800-288-3466  
Repair – 1-800-727-2273**

**COMCAST CABLE  
(586) 864-5557**

**PRIORITY WASTE (TRASH)  
(855) 927-8365**

**MISS DIG  
811**

**MT. CLEMENS POST OFFICE  
(586) 783-2879**

**MCLAREN HOSPITAL  
(586) 493-8000**