

1550 West Beecher Road Adrian, MI 49221 (517)263-7440 questions@maplewoodsmhc.com

# **Application Check-List**

Please bring the following items when you submit your application for residency at Maple Woods Mobile Home Park, LLC.

- Completed Application(s) Applications must be completely filled out by all adults. (Any person 18 years of age or older) who are requesting residency in our community.
- Photo ID of Each Applicant. Government issued photo ID, driver's license or passport.
- Current Proof of Income We require verifiable proof of income. (I.e. Copy of two weeks of paychecks, Social Security Statement, etc.) Bank statements are not acceptable proof of income.
- Application Fee We require a nonrefundable application fee to process your application. The fees are as follows –
  - o \$25.00 per individual
- Home Purchase Offer A signed purchase offer must be attached to your application indicating which home you are interested in and your offer price on the home.

Failure to supply any of the above items will result in a delay in processing your application. If you have any questions, please let us know.



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# **Rate Sheet**

Effective June 1, 2019

Here are our current rates - •

 Monthly Lot Rent (incudes specific tax) month \$395.00 Due the first of each

• Security Deposit for Lot -

\$592.50 Due upon acceptance

• Pets (monthly fee)

\$20.00

One pet allowed per home. Pet must be pre-approved by Management and all paperwork must be submitted and approved <u>PRIOR</u> to having pet on property. Management reserves the right to limit size, breed and type of pet.

Utilities

\$Vary

Tenant is responsible for all utilities. Tenant must sign up for their natural gas and electric service. Water/Sewer is separately metered and billed through the Mobile Home Park. Tenants will receive a monthly bill for water and sewer and it is due with their monthly rental payment on the first of the month.

Late Fee

\$35.00

There is a five day grace period for payment of rent and all other charges on your account. A late fee will apply to any payment received after the fifth of the month.



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# **Credit Policy**

Effective August 15, 2016

<u>FAIR HOUSING STATEMENT</u>: We will show, qualify, refer and lease to a prospective applicant in accordance with Federal Fair Housing Laws. We do not discriminate against any person because of race, color, religion, sex, nation origin, familial status or disability.

AGE: An applicant must be 18 years of age to sign a lease.

<u>APPLICATION</u>: An application must be completed by each adult applicant (18 years of age or older) without omissions or falsification. Photo ID is required as proof of identification for all applicants.

**OCCUPANCY**: Occupancy is limited to applicants that have signed the lease agreement and their minor children (if applicable).

<u>EMPLOYMENT HISTORY</u>: Applicants must be currently employed and/or able to provide a verifiable source of income for the prior twelve (12) months.

**INCOME**: Monthly income must be at least three (3) times the monthly rental rate. If your monthly income is less than three (3) times the rent, the application will not be approved. Child support payments and/or alimony will be considered as income when paid through the court. Proof of these payments is required. Income other than from salary or wages must be put in writing and verifiable from a government agency, company disability or pension fund. Income from self-employment must be verified by tax returns or bank statements.

<u>CREDIT HISTORY</u>: Applicants must have a credit score of at least 600 to be considered for approval. Applicants with a credit score of 600 or below will not be considered. An applicant's credit score is not the only factor considered. Any bankruptcy, unsatisfied collections, judgements, liens and past due balances will be factored into your credit history and may negatively affect your application or be grounds for denial.

**RENTAL HISTORY:** Prior Rental history must be in good standing.

**CRIMINAL HISTORY**: Any application from a person convicted of a felony, violent crime against another person or property, or crime involving illegal drugs will not be approved.



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# **Exceptions to Credit Policy**

- If applicant has a prior eviction or receives a negative reference from a previous landlord, mortgage or land contract holder, the application will be denied no matter what the applicant's current credit history may be.
- If an applicant provides false or misleading information on the application, the application will be denied.
- If applicant does not meet all rental qualifications listed above, maple Woods Mobile Home Park, LLC may allow applicant to have a qualified guarantor (co-signer).

If your application was denied to information on our credit report, that information was supplied by:

Transunion
www.transunion.com/direct
P.O. Box 1000
Chester, P.A. 19022
Phone (800) 888-4213



# **HOME PURCHASE OFFER**

Buyer's Name	
Buyer's Name	
Address of Property	
Purchase price offer \$	<del></del>
( ) All cash offer. No loan property.	or financing is required in order to purchase the
( ) The Buyer's ability to p Buyer's ability to obtain financing	ourchase the property is contingent upon the g.
( ) The Buyer has obtaine	d financing from a reputable source.
Buyer is able to close on the prop	perty no later than
right to accept or refuse any hom Buyer(s) being approved for resid	er. Maple Woods Mobile Home Park reserves the ne purchase offer. All offers are contingent on the dency by Maple Woods Mobile Home Park. obile Home Park is contingent on Buyer(s) signing acceptance into the park.
Date	Buyer's Signature
	Printed Name
Date	Buyer's Signature
	Printed Name

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# APPLICATION FOR LOT

Name:		Social Securit	y #	
	Last			
Date of Birth:	Age:	Pho	one #	
Status:MarriedSingle	Divorced	Email		
Other Residents (please list ages)			<u>.</u>	
EMPLOYMENT INFORMATION				
Status:Employed Full Time	Employed Part Time	Unemployed	Retired	Self Employed
				_oon Employed
Current Employer:				
Employer's Address:		City:	State:	Zip:
Dates Employed		_Position		
Supervisor's First & Last Name:			Phone #	
Salary: pe	er !	List hours working		
RESIDENCE HISTORY				
		O.,	<b>S</b> 1	
PRESENT ADDRESS:				
OWNED or RENTED Landlord:		Phone	e:	
Month & Year Moved In:	Mon	th & Year Lease Expires	: <del></del>	
Amount of Rent Paying: p	per No	ot Paying Rent: Rea	son:	
PRIOR ADDRESS:		lity	State	Zip
OWNED or RENTED Landlord:		Phon	e:	
(circle one)		_		•
Month & Year Moved In:				
Amount of Rent Paid: per	Not I	Paying Rent: Reaso	n:	
REFERENCES (must not be relatives, b	out business or credit i Address	references)		Telephone
1				тыертопе
2				
EMERGENCY CONTACT				
Name:		Relationship		
Address:		State & Zip		
Phone #	Phone:			
I HONE #	I HOHO			



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VEHICLE INFORM	ATION					
Vehicle Make:	Model	Color	Lice	nse Plate #_		
Vehicle Make:	Model	Color	Lice	nse Plate #_		
MOBILE HOME						
Make:	Mo	odel:	Year:			
Length:	Width:	Number of Bedroom	s:			
Square Footage:	Ce	rtificate of Title No.:	Seri	al #:		_
		A				
Purchase Mobile Home	e from:	<u>.</u> .	<u> </u>	Date	·	_
Who will be moving th	e home?		,	<u></u>		_
						_
<u>ADDITIONAL INFO</u>						
Have you ever: Rent		?		Ves	_ No	
	If yes, what a	partment/house?		When:		
	Filed for Banl	cruntey?	· · · · · ·	Ves	No	
		n eviction notice for ANY re	ason?	Vec	- No	
		from tenancy for ANY reason		Vec	No	
		ONE or MORE rent payments		V	- No ——	
		ed of a crime (excluding traffi		Yes	No	
		rked above, please explain w		res	_ No	
AUTHORIZATION The informati		d on this Application form is	true and correct to	the hest of n	ny knowledge	I authorize M
Woods Mobile Home I interview references an part of the application s account. I understand an executed Rental Agr Woods Mobile Home P that rental rates and ch Woods. I understand the stand of the sta	Park, LLC, and its and past and present greening. I give that any misrepresement. I acknowlark, LLC. I agree that the security d	staff to investigate the truthform temployers and landlords. If permission to Maple Woods is sentation(s) shall constitute so wiedge receipt of the Rate Sheet to abide by them or move with the position of the lot for nourity deposit and the lot will be to will be to sentation.	ulness of any of my understand that Ma to obtain any informufficient cause for cet, Credit Policy an thin seven (7) days fore the 1st day of more than thirty (3)	answers to aple Woods nation deem denial of a red Communi after being geach month 0) days. If	the questions a will be obtaining the discrete discrete ental agreementy Rules and Regiven written not should I be according to the first	asked herein a ng a credit repo uring the life of t or for termin egulations of Motice. I unders accepted into Motice
APPLICANT'S SIG	GNATURE:		<del>_</del>	DAT	E:	
	ffered a 3-year wr	itten lease for the Lot. I DO	DO NOT desir			

YOUR RIGHTS AS A RESIDENT AND YOUR MANUFACTURED HOME PARK OPERATOR'S RIGHTS ARE PROTECTED BY SECTION 4781 OF THE REVISED CODE WHICH REGULATES MANUFACTED HOME RENTAL AGREEMENTS.



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# APPLICATION FOR LOT

Name:		Last	So	cial Security #	<del></del>
Date of Birth:			.ge:	Phone #	
Status:MarriedS					
Other Residents (please list age					
EMPLOYMENT INFORM					
Status:Employed Full	Time	Employed Pa	rt TimeUnemp	loyed Retired	Self Employed
Current Employer:					
Employer's Address:					Zip:
Dates Employed					
Supervisor's First & Last Nam					
Salary:		_ per	List hours wo	rking	
RESIDENCE HISTORY					
PRESENT ADDRESS:			City	State	Zip
OWNED or RENTED Landle	ord:			Phone:	
<i>(circle one)</i> Month & Year Moved In;			Month & Year Lea	ase Expires:	
Amount of Rent Paying:		per	Not Paying Rent	:: Reason:	
PRIOR ADDRESS:			City	State	Zip
OWNED or RENTED Land	ord:			Phone:	
<i>(circle one)</i> Month & Year Moved In:			Month & Year Lea	ase Expired:	
Amount of Rent Paid:		per	_ Not Paying Rent: _	Reason:	
REFERENCES (must not be Name 1.		Address	r credit references)		Telephone
2					
EMERGENCY CONTACT					
Name:	188 81 8			p	
Address:			CityState	e & Zip	
Phone #			Phone #		



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Vehicle Make:ModelColorLicense Plate #	VEHICLE INFORM	<u>ATION</u>					
Make: Model:	Vehicle Make:	Model	Color	· · · · · · · · · · · · · · · · · · ·	License Plate #_		<del></del>
Make:	Vehicle Make:	Model _	Color		License Plate #_	<u></u>	
Length:	MOBILE HOME						
Square Footage: Certificate of Title No.: Serial #:  Mobile Home Loan: Account #  Purchase Mobile Home from: Date:  Who will be moving the home?  Who will be setting up the home?  Who will be setting up the home?  Maplitional Information  Have you ever: Rented from us before? Yes No Home:  Filed for Bankruptcy? Yes No Been served an eviction notice for ANY reason? Yes No Been served an eviction notice for ANY reason? Yes No Been late on ONE or MORE rent payments? Yes No Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been convicted of a crime (excluding traffic violations)? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late on ONE or MORE rent payments? Yes No Home Been late or Interview references and past and present employers and landlords. I understand that Maple Woods will be obtaining a credit report a part of the application screening. I give permission to Maple Woods to obtain any information deemed necessary during the life or maccount. I understand that any misrepresentation(s) shall constitute sufficient cause for denial of a rental agreement or for terminating an executed Rental Agreement. I acknowledge receipt of the Rate Sheet, Credit Policy and Community Rules and Regulations of Maple Woods Mobile Home Park, LLC. I agree to abide by them or move within seven (7) days after being given myriten notice. I understand that rental rates and charges and agree to pay monthly rent on or before the 1st day of each mont	Make:	I	Model:	Year:_	<del></del>		
Mobile Home Loan:	Length:	Width:	Number of Bed	rooms:			
Purchase Mobile Home from: Date: Who will be moving the home?  Who will be setting up the home?  ADDITIONAL INFORMATION  Have you ever: Rented from us before? Yes No	Square Footage:		Certificate of Title No.:		Serial #:		_
Who will be setting up the home?    ADDITIONAL INFORMATION	Mobile Home Loan: _			Account #			_
Who will be setting up the home?    ADDITIONAL INFORMATION	Purchase Mobile Home	e from:			Date:		
Who will be setting up the home?    ADDITIONAL INFORMATION							_
Have you ever: Rented from us before?  If yes, what apartment/house?  If yes, what apartment/house?  If yes, what apartment/house?  Filed for Bankruptcy?  Been served an eviction notice for ANY reason?  Been served an evicted from tenancy for ANY reason?  Been evicted from tenancy for ANY reason?  Been late on ONE or MORE rent payments?  Been convicted of a crime (excluding traffic violations)? Yes No  Been convicted of a crime (excluding traffic violations)? Yes No  If yes was marked above, please explain why:  AUTHORIZATION  The information I have provided on this Application form is true and correct to the best of my knowledge. I authorize Map Woods Mobile Home Park, LLC, and its staff to investigate the truthfulness of any of my answers to the questions asked herein and interview references and past and present employers and landlords. I understand that Maple Woods will be obtaining a credit report a part of the application screening. I give permission to Maple Woods to obtain any information deemed necessary during the life or m account. I understand that any misrepresentation(s) shall constitute sufficient cause for denial of a rental agreement or for terminating an executed Rental Agreement. I acknowledge receipt of the Rate Sheet, Credit Policy and Community Rules and Regulations of Map Woods Mobile Home Park, LLC. I agree to abide by them or move within seven (7) days after being given written notice. I understand that rental rates and charges and agree to pay monthly rent on or before the 1st day of each month should I be accepted into Map Woods. I understand that the security deposit will hold the lot for no more than thirty (30) days. If after the thirty (30) days, I do ne start paying lot rent, I will forfeit the security deposit and the lot will be put back on the available listing.							_
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·	The informati Woods Mobile Home I interview references an part of the application account. I understand an executed Rental Agr Woods Mobile Home I that rental rates and ch Woods. I understand start paying lot rent, I v	on I have provided the provided past and present and present and present and misrepresent. I acknowledge and agreement agreeme	its staff to investigate the tent employers and landlord we permission to Maple We presentation(s) shall constitution to the Ratification of the Ratification abide by them or more to pay monthly rent on a deposit will hold the lot frecurity deposit and the lot	ruthfulness of any is. I understand the cods to obtain any oute sufficient cause Sheet, Credit Polive within seven (7) or before the 1st door no more than this will be put back or	of my answers to at Maple Woods winformation deemed of a reicy and Community days after being goay of each month arty (30) days. If the available listing the same and the same areas and the same areas areas and the same areas areas and the same areas a	the questions will be obtaining a necessary do ntal agreemen y Rules and Reiven written no should I be a after the thirtyng.	asked herein and to ng a credit report a luring the life or my it or for terminating egulations of Maple otice. I understand ccepted into Maple (30) days, I do no
I acknowledge being offered a 3-year written lease for the Lot. I DO DO NOT desire a 3-year lease (at the same terms as month to-month tenancy).	I acknowledge being of	ffered a 3-year v		DO DO NOT		ase (at the sam	ne terms as month-

YOUR RIGHTS AS A RESIDENT AND YOUR MANUFACTURED HOME PARK OPERATOR'S RIGHTS ARE PROTECTED BY SECTION 4781 OF THE REVISED CODE WHICH REGULATES MANUFACTED HOME RENTAL AGREEMENTS.



# MAPLE WOODS MOBILE HOME PARK, LLC RULES AND REGULATIONS

Our first priority is your safety and comfort. To allow us to provide these benefits in a peaceful living environment, a set of standards has been established and is contained herein.

### MANAGEMENT APPROVAL

All prospective Residents, including all occupants eighteen years (18) years of age and older, must complete a RENTAL APPLICATION before tenancy is granted. Management shall have the right to reject any application for tenancy due to false or misleading statements, credit, or for any other lawful reason. No tenancy is created by the signing of a rental application. Upon submission of the rental application, applicant shall pay a nonrefundable application fee. The application fee represents reasonable costs of processing the application, the procurement of a credit report and background check on the applicant, and verification of references listed. Once approved, Applicants must put down the security deposit to hold the lot. The security deposit is not a rental payment and shall only hold the lot for up to thirty days (30) from date of application. If Applicant choses to sign a Lease, Applicant shall be required to execute a Lease or Rental Agreement within 3 days after its delivery to and acceptance by applicant.

# OWNER OF RECORD

Resident warrants and represents that he/she is the owner of the manufactured home and that his/her 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 within thirty (30) days of occupancy.

## PAYMENT OF RENT/FAILURE TO PAY RENT

Rents are to be paid monthly. Rental payments may be mailed or paid in person. Rent is due on the first day of each month and must be paid on or before the fifth day of the month. A late charge of \$35.00 will be assessed to all Residents whose rent is not received by Management on or before the fifth day of the month. Payment of rent may be made by personal check, money order, cashiers check or certified check. For safety purposes cash will not be accepted. A charge of \$35.00 will be assessed to any Resident whose personal check is not honored for any reason. Thereafter, the Resident must make rental payments by 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 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.

In the event Resident elects not to enter into a written Lease Agreement or Resident continues in possession of the home site after the end of the Lease such Resident shall be deemed a Tenant from month to month. As a month-to-month Tenant, Tenant's rent shall be such amount as Landlord may lawfully establish, and Tenant shall be subject to all provisions of the Lease Agreement, which may be applicable and consistent with a month-to-month tenancy.

# PAYMENT OF RENT DURING TERMINATION PROCEEDINGS

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 pending 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 with an eviction for non-payment of rent without prejudice to the just cause termination proceeding.

#### OCCUPANCY

Maximum occupancy within a manufactured home in the Community shall not exceed the lesser of: (i) two (2) persons per bedroom unless the bedroom is designed under federal regulations for more or less people: or (ii) the maximum number of people allowed by the applicable housing code or ordinance. Any person residing within a home for more than fourteen (14) days will be considered a permanent Resident and shall be registered with Management. Such persons eighteen (18) years of age and older must apply for, and be approved for residency within the community.

### **AMENDMENT**

From time to time, rules may be changed or additional rules may be added. In such event, the rules will be posted in the Community office. Prior to implementation, a thirty (30) day written notice of the proposed amendment will be forwarded to the Residents. Any new rules or regulations will be considered part of the Rules and Regulations set forth herein and will be enforced accordingly. New or altered rules will be effective thirty (30) days after posting and delivery.

### ACKNOWLEDGMENT OF COMMUNITY RULES AND REGULATIONS

Prior to admission to this community, each Resident must sign and acknowledge that he/she has received and read a copy of the Rules and Regulations as set forth herein and any amendments thereto. All terms and conditions of the community's standard Lease Agreement, which has been provided to Resident, 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 obey 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.

## **ENFORCEMENT OF RULES AND REGULATIONS**

Every reasonable 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

Management will contact Residents who violate a regulation by means of a personal visit and/or telephone call and/or a notice of rule violation. It is expected that all Residents will correct the violation within the amount of time noted on the violation. Violation of a regulation could lead to eviction proceedings. Please note that your total adherence is absolutely essential to provide you and your neighbors a peaceful surrounding.

# **TERMINATION OF TENANCY**

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 10 days of receipt of a Notice to Quit.

## MANUFACTURED HOME INSTALLATION AND STANDARDS

All new manufactured homes entering the community and existing manufactured homes currently located within the community are to be installed in accordance with the rules and standards set forth in the general rules promulgated by the Department of Energy, Labor & Economic Growth, and/or the Manufactured Housing Commission, and in accordance with the manufacturer's Written Installation Instructions. The Resident shall be solely responsible for any damage to community property or that of other Residents resulting from the installation or removal of their homes.

NOTICE TO Resident: For your safety and welfare, rules regarding the installation of manufactured homes have been promulgated by the Michigan Department of Energy, Labor & Economic Growth. Additionally, the manufacturer of your home should provide written instructions specifically for the installation of your 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, anchoring and utility (sewer, water, gas, and electric) hook-ups. State law and regulations also require each home to have one fire extinguisher and smoke detector(s).

To provide and maintain a clean and attractive community, all manufactured homes are to meet, in addition to the above requirements, the following installation standards:

- A. The siding and skirting of your home must be kept clean, dent free, and in good condition. The exterior area is to be maintained in a neat and attractive manner at all times.
- B. Each home site shall be numbered and clearly marked for positive identification. Each number shall be at least 4" in size and be easily readable from the street serving the site.
- C. Unless otherwise approved by Management in writing, approved fire resistant aluminum skirting is required and must completely enclose the space beneath the home. It is to be properly ventilated and an access panel of sufficient size in the utility hook-up area is to be in place. Materials and color are to be approved by the Management in writing and are to match or attractively accent the exterior. Residents shall skirt the home within thirty (30) days of occupancy. In the event skirting must be replaced or repaired, Resident shall make all repairs within thirty (30) days after receiving written notice from Management. The area under the home is to be kept clean and no combustible material, debris or other storage is to be present.
- D. In an effort to preserve the architectural style of the community all steps, sheds, carports and garages must be constructed in accordance with Maple Woods approved designs. You must obtain Management's written approval prior to the installation of these items or any other home/home site accessory (i.e. deck, awning, etc.).
- E. Steps must be installed at all entry doors, be constructed of wolmanized wood or cedar, and be fully skirted with same material (i.e. if constructed of wolmanized wood, such steps must be skirted with wolmanized wood, etc.). Steps placed at the off-side entry doors must run parallel with the home if that side of the home adjoins another home site. These off-side entry door steps (i.e. those placed at locations other than the main entrance of home) must be installed on a level grade and handrails must be installed on all exposed sides. Steps are to be maintained in a safe and attractive manner. In this regard, they shall be regularly stained, painted, or treated with a weather protectant, sealant, etc. Off-side entry doors are not to be used as the primary entrance to the home.
- F. Unless otherwise approved by Management in writing, all porches and decks must be constructed of wolmanized wood or cedar and are to be skirted with same material (i.e. if constructed of wolmanized wood, such steps must be skirted with wolmanized wood, etc.). 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 the written approval of Management. Lattice and plywood (whether wolmanized or not) shall not be used for skirting. Porches and decks shall be regularly stained, painted, or treated with a weather protectant, sealant, etc. to preserve their appearance and protect against deterioration.
- G. Central air-conditioning units must be located on the on-door side of the home, be placed on a pre-cast cement or fiberglass pad, and be installed in a neat and professional manner. The physical location of central air-conditioning units must be approved by Management in writing prior to installation. Window air conditioning units, which exist on homes on lots 1 through 120 and which were installed prior to January 1, 1993, must be removed prior to the sale of the home. Window air conditioning units are not permitted on any home purchased and/or installed in the Community after December 31, 1992.
- H. Towing mechanisms (i.e. hitches) must be removed from the home upon installation, and stored beneath the home.
- I. Fences may not be installed around or upon the home site, unless otherwise approved by management in writing.
- J. Utility connections of electrical, water, sewer and gas within the home are the sole responsibility of the Resident. They are to be maintained in a good, safe and leak proof condition at all times. All utility hook-ups to a manufactured home shall be in compliance with the Michigan Department of Energy, Labor & Economic Growth, Manufactured Housing Rules and any applicable local codes.
- K. Axles are not to be removed from the home. The manufactured home frame must be placed as close to the ground as possible.

- L. Telephone and T.V. cable lines are to be buried underground during installation by the appropriate company. Residents are responsible for confirming that this is done. If it becomes necessary for Management to bury the lines, the Resident will be charged accordingly for such work at the rate of \$25.00 per hour (1 hour minimum).
- M. Prior to occupying home, prospective Resident shall first obtain written Management approval for residency in the community, and a Certificate of Occupancy for the home shall first have been received from the local municipality.
- N. Interior window treatments shall consist of drapes, curtains, blinds, verticals, and/or other appropriately designed window coverings. Under no circumstances shall sheets, blankets, or other similar items be used. Clear plastic insulation is permitted to be installed during the months of October April on the interior of the window provided that it is not visible from the exterior of the home and is installed in a neat and professional manner.
- O. Holiday decorations, lights, etc. shall be removed from display within 14 days of the applicable holiday.
- P. The home site shall be kept free of fire hazards, including combustible materials under the home.
- Q. If fire hydrants are available in the Community, then vehicular parking on internal roads is prohibited within fifteen feet of a hydrant.

### **ANTENNA**

Except as otherwise provided by law, only indoor antennas and Management approved exterior TV antennas and satellite dishes are permitted. Any exterior TV antenna shall be no higher or larger than is necessary to receive a signal of reasonable quality. Any exterior TV antenna or satellite dish must be (I) placed in the most unobtrusive location; (ii) not visible from the street; and (iii) be securely fixed and placed in a manner that will not constitute a safety hazard. Satellite dishes larger than 1 meter in diameter are prohibited. CB and Ham radio antennas are not permitted in the community.

## RENT/SUBLET

Under no circumstances shall a Resident rent or sublet to any other party.

# **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 space, the following criteria must be met:

- The exterior physical appearance and condition of the manufactured home and leased site must be in good condition (e.g. skirting, shutters, windows, water lines, sewer lines, exterior siding, roofs, 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 inspection is thirty (\$30) dollars which must be paid prior to inspection. The inspection is valid for one year and, if your home is not sold within that period, a supplemental inspection is required. All items that need repair or correction must be completed, weather permitting, prior to Management's final authorization of resale. A re-inspection shall take place prior to closing to determine compliance with the inspection report, and to ascertain whether additional defects have occurred since the last inspection.
- A Resident may offer a home for sale, but only after the inspection fee has been paid and all repairs and corrections have been completed. The approved inspection report is not for the benefit of any prospective purchaser and is not to be used as representation of the condition of the manufactured home proposed to be sold or its fitness for sale for any purpose. An inspection is merely an agreement by the Management that the manufactured home is eligible to continue to remain within the community if sold or transferred. There is no express or implied warranty of whatsoever kind or nature with respect to such inspection by Management.
- 3. If the home is to remain on the leased site, the purchaser must meet with the Management, and apply for and be approved for residency in writing **prior** to the closing on the sale of your manufactured home.

If the purchaser of a home occupies the home without first having obtain 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 on-site sale of the home, with the exception of concrete pads, piers, runners, trees, shrubs and sod 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 the tie downs and anchoring systems inspected to ensure that they have been properly installed, activated and maintained.
- 5. Sheds and steps, which were previously permitted but no longer comply with the shed and step requirements for new homes, must be replaced upon the resale of your home. Painted and stained sheds must be vinyl lap sided, with all exposed trim covered with aluminum facia, and soffits installed where applicable. Sheds which exceed the 10' x 10' x 9' (high) requirement must, at the sole discretion of management, be removed from the Community upon the resale of your home.
- 6. All homes shall have gutters and downspouts installed prior to the resale of your home.
- Not more than two (2) 18" X 24" FOR SALE SIGNS, which have been approved by Management, may be placed in the windows of the home or on the home, but only after the inspection has been conducted, the fee paid and all repairs and corrections have been completed. The approved inspection report is not for the benefit of any prospective purchaser and is not to be used as representation of the condition of the manufactured home proposed to be sold or its fitness for sale for any purpose. An inspection is merely an agreement by the Management that the manufactured home is eligible to continue to remain within the community if sold or transferred. There is no express or implied warranty of whatsoever kind or nature with respect to such inspection by Management.
- 8. There shall be no dents, holes, rust, corrosion, flaking, discolored or faded paint on the exterior of the home or skirting, steps, porches, patios, or any sheds that are to remain on site after the sale.
- 9. All rents, fees and deposits required of the Resident or related to the home or site must be paid current prior to the resale or transfer of a home.

# REMOVAL OF MANUFACTURED HOME

- A. A Resident, if a month to month tenant, must provide Management with 30 days <u>written</u> 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 30 days prior to the expiration of the lease, provide Management with <u>written</u> notice of intent to remove the home. 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. 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 <u>written</u> notice will result in Residents continuing liability for the payment of rent for a 30 day period commencing with the date Management actually receives <u>written</u> notice of Resident's intention to vacate or if the home is removed without any prior <u>written</u> notice, then Resident shall remain liable for rent for a 30 day period commencing with the date the home is actually removed from the community.
- B. Homes must be removed from the site within 48 hours of commencement of tear-down. 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, runners, trees, shrubs, and sod 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 costs of repairing and/or replacing the lawn, or costs of removing items, including but not limited to, trash, sheds, steps, 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 his/her manufactured home from the community.
- E. Management assumes no responsibility in the event that a dealer, bank or other secured party opts to remove the manufactured home of the Resident from the community, except for management's failure to perform a duty or negligent performance of a duty as implied by law.

# IMPROVEMENTS AND ALTERATIONS

- A. Resident shall make no alterations to the exterior of the manufactured home or to the leased site without first obtaining the written permission of Management. Resident must provide Management with a sketch, to scale, of the appearance or location of proposed improvement or alteration (i.e. porch, deck, carport, sheds, awning, cement pad or other home additions). All walkways must be a minimum of 3' in width and be constructed of materials approved by Management.
- B. Home sites contain underground utility lines such as high voltage electrical transmission lines and extensive utility cables. Any digging without the knowledge and permission of management could be extremely dangerous. Resident must receive management approval prior to digging when making an improvement or alteration to the home site including but not limited to the installation of landscaping (i.e. trees and shrubs), decks, steps, carports, etc.. When seeking management's approval to dig on a home site, Resident must first call Miss Dig to verify the location of any underground utilities.
- C. Resident is responsible for obtaining any required building permits and a copy of the building permit is to be provided to Management prior to the commencement of any construction, improvement or alteration.
- D. All improvements and alterations are to be performed by a licensed, bonded, and insured contractor (with copy of such license and insurance provided to Management prior to the commencement of work) unless the improvements or alterations are performed by the Resident.
- E. All improvements, alterations or anchoring equipment, with the exception of concrete pads, piers, runners, trees, shrubs, and sod, shall remain the property of the Resident.
- F. Residents may, after supplying management with a proposed landscape plan and obtaining written approval, plant trees and shrubs on their home site. Such improvements are not to be removed upon vacating the community. Please note that the placement of landscaping statues, figurines, etc. and the use of colored landscape stone for landscape beds and walkways is subject to prior written approval of Management. You must receive prior written approval of your landscape plans or you will risk having to remove such landscaping in the event of a disapproval.
- G. There shall be no excavation, removal of dirt, earth or materials without written consent of Management. Management, when granting any consent, may require as a condition of such consent, that the premises be returned in a condition that originally existed, prior to vacating of the premises by the Resident. Additionally, the Resident should covenant that if the Resident fails to restore the premises in such agreed upon condition, that the cost and expense thereof is agreed to be damages payable to the Management. Further, any claim or notice of lien for material or labor filed against the home site or the Community for work claimed to have been done or materials claimed or which had been furnished to Resident, shall be discharged by Resident within 5 days thereafter at Resident's sole cost or expense.
- H. In the event Resident installs a garage or other home site improvement which is subject to property taxation (Real or Personal Property Taxes) by the local municipality, such Resident agrees to pay the resulting tax thereon.

# SELLING, ADVERTISING, SOLICITING AND COMMERCIAL BUSINESS

- A. Advertising, soliciting or delivering of handbills is not permitted. Management reserves the right to communicate with Residents through the distribution of written materials from time to time.
- B. No business or commercial enterprise of whatsoever kind or nature may or shall be conducted on or from the manufactured home premises, whether such is permitted by local law, ordinance or otherwise.

### **POLITICAL YARD SIGNS**

Political yard signs, except campaign signs demonstrating a position on candidates for publicly elected offices or for proposals for public election, are prohibited. Up to two (2) campaign signs, measuring not more than 18" X 24", are permitted to be displayed on a home site for a period beginning 4 weeks before and 1 week after government election, and otherwise in accordance with applicable ordinances.

# LOSS AND LIABILITY

It is required that each manufactured home owner procure a manufactured home comprehensive form insurance policy insuring their home against loss or damage. It is also required that Resident include coverage for personal injury occurring on your home site or within your manufactured home. A copy must be on file at the time of occupancy. All liability policies carried by Resident shall name Maple Woods Mobile Home Park, LLC, as additional insured and, to the extent permitted, provide waiver of subrogation.

# HOME AND HOMESITE MAINTENANCE

- A. Resident shall maintain his/her home and site in a clean and attractive fashion and free of fire hazards at his/her own expense. This shall include but not be limited to the skirting, siding, facia, soffit, windows, shutters, doors, etc. Failure to maintain the physical condition or appearance of the manufactured home or site is just cause for termination of tenancy.
- B. Lawns are to be edged, mowed, raked, seeded, fertilized, weeded and properly watered to maintain a healthy and attractive appearance. Lawns must be mowed and edged on a weekly basis. In the event that a Resident fails to maintain his/her home site as required, a RULE VIOLATION NOTICE will be issued. If not corrected as requested, Management has the right to enter the premises and perform any and all necessary maintenance. The charges incurred as a result of said maintenance shall be deemed to be rent and shall be collectable as rent. The charges for such work shall be as follows:
  - 1. Edging, Trimming lot; \$25 per occasion.
  - 2. Mowing and trimming lot; \$40 per occasion.
  - 3. All other repairs and maintenance work resulting from Resident's failure to maintain premises in good repair; \$25 per hour each occasion.

Management reserves the right to raise or lower said fees, charges or assessments set forth above. There shall be a one (1) hour minimum if Management provides any of the services outlined herein. However, Management agrees to provide Resident(s) with no less than thirty (30) days written notice of any such change in fees, charges, assessments or Community Rules and Regulations.

- C. Grass clippings must be swept from parking areas, streets, sidewalks, etc. Gardens, flower beds, and areas around trees and shrubs are to be weeded and maintained weekly. Residents shall keep cracks in sidewalks and driveways free from grass and weeds.
- D. Telephone and TV cable lines are to be buried underground during installation by the appropriate company. Residents are responsible for confirming that this is done. If it becomes necessary for Management to bury the lines, the 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.
- F. All windows and doors are to be in good condition. Broken windows and doors are to be repaired immediately. No plastic is to be used for replacement.

# STORAGE SHED

If there is any outdoor storage of any kind a utility storage shed must be installed at the Resident's expense (one unattached shed per home site). Resident is required to obtain written approval from Management before installing a new shed or altering an existing shed. Sheds may be pre-assembled or assembled from a kit or customized to match the Resident's home. Color must be approved by Management. All sheds must meet the following requirement:

A. Storage sheds must be constructed of wood and be installed on a concrete pad (at least 4" in depth).

These sheds must be vinyl-lap sided to match the home, and all wood trim must be covered with

aluminum facia. It is recommended that shed be anchored in case of high winds. If electrical service is extended into the shed it must be buried in conduit and be installed in accordance with local building codes. Exposed cords between the home and shed are not permitted.

- B. Unattached sheds may not exceed 10' wide x 10' deep x 9' high (maximum 9' height from base to roof peak).
- C. Shed roof must be pitched (peaked) and shingled to match home, and pitch of shed roof to run parallel with pitch of home roof. Note, corner lots and broad face lots may require sheds to be placed in a perpendicular configuration. Obtain Management approval prior to installation of shed as some lots may vary. Unless otherwise approved by Management, shed doors must face street.
- D. Shed must be installed within 30 day of occupancy, weather permitting.
- E. Shed must be constructed in accordance with all state and local building code requirements.
- F. All toys, bicycles, tricycles, lawn equipment, folding lawn chairs, garden tools, ladders, etc., must be stored in a shed. Residents are allowed to have Little Tyke toys if they are stored in shed when not in use. Upon removal of home and termination of occupancy by the Resident, the shed shall be removed at the sole cost and expense of the Resident.
- G. Sheds which were previously permitted, but no longer comply with the aforementioned shed requirements for new homes must be replaced when the shed becomes unsightly, damaged or upon resale of the home, whichever comes first.
- H. All sheds must be approved by Management in writing prior to construction.

#### **TRASH**

Trash is removed from the community on designated days. It is to be placed in durable plastic bags. Trash is to be placed in the proper pick up location after 6 p.m., on the preceding day. Residents will be responsible for arranging the removal of large, bulky, heavy items at their own expense. Residents should call Management for details. Trash bags are not to be left outside of the home. In the event Management must remove the Resident's trash of any kind, Management reserves the right to charge the Resident the additional fees for such removal. Trash cans, if used, are to be placed inside shed, or out of sight from street.

## 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. All such furniture shall be stored from October 1 to April 1, unless otherwise approved by Management in writing.

## **AUTOMOBILES**

- A. Residents shall park only in the space provided by Management. Parking vehicles is not allowed on vacant sites, streets, lawns, patios or sidewalks. Residents or guests shall not park on any street. In instances where only 2-car parking is provided for each home site, an additional parking space may have been added for use by visitors. This space is intended for visitor parking only and should not be monopolized by neighboring residents.
- 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 home site, i.e., change spark plugs, replace fan belts, or repair a flat tire. Major repairs 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 by the Resident, or Management will do so and charge the Resident.
- D. No vehicle with a load capacity in excess of three-quarters ton shall be used, kept, stored or placed within the community, except while making regular deliveries. Under no circumstances shall semi-trucks or tractor-trailers be allowed in the community.

- E. ALL VEHICLES OPERATING WITHIN THE COMMUNITY MUST ABIDE BY THE POSTED SPEED LIMIT OF 15 MPH AND TRAFFIC SIGNS. SPEEDING IS DANGEROUS AND WILL NOT BE TOLERATED.
- F. Vehicular parking is prohibited within fifteen (15) feet of a fire hydrant.
- G. The parking and/or storage of unlicensed vehicles, inoperable vehicles, commercial vehicles not used for daily transportation, boats, motor homes, buses, trailers and any other vehicle other than regularly-used passenger vehicles and cars by the Resident is strictly prohibited. All automobiles parked on the premises must have current year license plates and be maintained in a drivable condition.
- H. 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 incident thereto shall be paid by Resident.

# **MOTORCYCLES AND RECREATIONAL VEHICLES**

Motorcycles are allowed only for transportation in and out of the community. Joy riding within the community is not allowed. All motorcycles used for daily transportation are to be equipped with adequate and functioning muffler systems. The operation of a vehicle not properly muffled or with malfunctioning mufflers within the community is not allowed and is a violation of the Rules and Regulations. Motorcycles are to be parked in the Resident's parking space, or they may be stored in the shed. Parking on the home site is prohibited.

The operation of trail bikes, minibikes, snowmobiles, off-road vehicles, all-terrain vehicles, and other vehicles of this nature are not allowed to operate within the community.

The storage of boats, campers, motor homes and other forms of recreational vehicles on the home site is prohibited. No form of recreational vehicle may be attached to water or sewer connections.

# **TRESPASS**

Management shall have the right of entry onto the home site for purposes of repair and replacement of utility services and protection of the manufactured home community at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the Resident's quiet enjoyment of said leased premises. Management shall have no right to access a manufactured home unless the Resident's prior written consent has been obtained, or to prevent imminent danger to the occupant(s) of the home, to other Residents of the community, or to the Community.

## CONDUCT

It is required that all Residents respect the rights of others to enjoy the quiet and peaceful use of this community. Conduct which interferes with the quiet enjoyment of other Residents will not be permitted.

# 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 are very important:

- A. All Residents are advised to exercise proper care and safety to insure against accidents occurring in and around the manufactured home, the home site and surrounding community. Please note that you are responsible for the actions of your children, pets, and guests as provided by law.
- B. All homes 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.
- C. It is the responsibility of each Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters to serve the community.
- D. Adherence to "Children Playing", "Speed Limit 15 MPH" and other signage of this nature is a must.
- E. Residents shall furnish Management the name, address, and telephone number of a person to be notified in case of an emergency.

F. Actions which interfere with the health, safety, or welfare of the community, its employees, or Residents, are just cause for termination of tenancy.

# SEVERE WEATHER WARNING; SHELTERS

Please be advised that there are no severe weather warning systems or shelters offered by Madison Township or the City of Adrian.

### CHILDREN

Parents and legal guardians are responsible for the actions of their children according to applicable local ordinances and state laws. Actions of Resident's children which violate these Rules and Regulations or which interfere with the quiet enjoyment of other Residents may be just cause for termination.

### RECREATION

Management allows Residents the opportunity to provide a small plastic wading pool (maximum of 6' x 12" deep) and a sandbox not to exceed 4' x 4' at the home site. However, placement of these items are to be on a patio/cement area in order to protect the lawn. The wading pool must be stored in a shed when not in use and at the end of the swim season. Swing sets and basketball units are not allowed. Parents and legal guardians are to stress safety and supervise their small children. Under no circumstances shall children or other Residents play in the street or on vacant lots.

### DISCLAIMER

To the extent permitted by law, the Management and its employees and agents shall not be responsible or liable to the Resident, his/her family members, visitors, invitees or guests, for (i) any loss or damage, or injury that may be occasioned to them or their respective property through the acts or omissions of other Residents, family members, visitors, invitees or guests or persons who are trespassers; or (ii) any loss, damage or injury to the Resident, his/her family members, visitors, invitees or guests or their property from bursting, stoppage, or backing up of leaking water, gas, electricity or sewers, or from fire, theft, wind, floods, or any other act of God or other action which is beyond the control of Management.

Nothing herein contained, however, shall exculpate the Management from liability for the Management's failure to perform or negligent performance of any duty imposed on it by law.

It is expressly understood and agreed that if Management shall furnish or make available any parking space, recreational areas or other facilities, and the Resident, members of his/her family, visitors, guests and/or invitees shall use the same, such persons do so at their own risk and upon the express understanding and agreement that Management, to the extent permitted by law, shall not be liable for the loss of property through theft, casualty or otherwise or for any damage or injury whatsoever to such persons or their property.

Residents hereby agree to indemnify and hold Management and the Community owners harmless from and against any claims for damage or injury by fire, theft or accident to any person or to the furniture, equipment, records, goods, wares, manufactured homes or merchandise of any person arising from their acts or omissions or those of their family members, visitors, invitees or guests. Residents agree to pay for all damages or injuries to Management or other Residents, family members, visitors, invitees and guests caused by the Residents or their family members, visitors, invitees or guests by any intentional or negligent act or omission.

#### PETS

Residents may have one (1) pet per household, with Management's prior written approval. Pets must be 35 pounds or less when full grown. Resident will be charged \$20.00 per month for the privilege of having a pet on the premises.

- A. Resident must register and show proof of rables vaccinations and any other shots required by law. If required, a current rables tag must be worn by the pet. Pets, which are approved, shall be considered on a 30-day probation period, and removal will be required if the pet owner ignores their responsibility.
- B. Residents are solely and totally responsible for the behavior of their pet. Noisy, unruly or dangerous pets will not be allowed to remain in the community.
- C. Residents are required to clean up their pet's defecation on the home site and white walking their pet. Community recreation areas are not to be used for walking the pet nor should the pet be allowed to litter

- other Resident's lawns. Pet litter must be removed from the home site daily. Resident shall be responsible for the repair or replacement of lawn due to damage caused by pet.
- D. All pets must be kept inside the home. Fenced-in enclosures and dog houses are not allowed. Residents must walk their pet on a leash. All pets must be kept on a leash when outside the home and must be accompanied by a Resident at all times. No "BEWARE OF DOG" or similar signs are allowed. Pets shall not be leashed or tethered to the home or other structure.
- E. Pets running at large may be picked up by the Animal Control Department and will subject the Resident to a community violation. A violation of this nature may result in the removal of the pet from the community.
- F. Pets are not allowed in any areas where people congregate.
- G. Management reserves the right to reject exotic pets such as snakes or wild animals. These animals may not be kept within the confines of this manufactured home community.
- H. Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents or their guests, except for Management's failure to perform a duty or neglect performance of a duty imposed by law.
- I. Pets whose mature weight exceeds 35 pounds are not allowed. Pit Bulls, Doberman Pinchers, Rottweilers, American Eskimos, Chow-Chows, Dalmatians, Alaskan Malamutes, German Shepherds, and other aggressive pets shall not be allowed. Further, any animal that is vicious may be removed at Manager's discretion.

# **MAILBOXES**

In the event that Management provided mailbox keys to Residents, a \$15.00 charge will be assessed for lost keys.

### **CLUBHOUSE AND RECREATION FACILITIES**

- A. The clubhouse and its facilities may be made available to Residents and their guests only during normal business hours. Use of the facility is not to disturb the peace and quiet of the community. The use of all recreational facilities within the community is for Residents only. All guests must be accompanied by a Resident when using recreational facilities. It is the responsibility of the Resident to insure that their guest(s) observes all applicable Rules and Regulations.
- B. If Resident is in default as to any term, covenant or condition of the Lease, including the Rules and Regulations, then upon notice from Management, it may be barred from utilization of the clubhouse facilities. All utilization of the clubhouse must conform to all applicable laws and ordinances, including those imposed by the Liquor Control Commission of the State of Michigan. The serving or dispensing of alcoholic beverages is strictly prohibited. Resident agrees to indemnify, defend and save harmless Management and Owner, its agents, employees, successors and assigns, from any and all claims or liabilities of whatsoever kind or nature due to its rental and use of the clubhouse or other facilities while under control of Resident, its quests and invitees.

## **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 loss of the privilege.

### RECREATIONAL VEHICLE STORAGE

Storage of boats, campers, motor homes, trailers of any kind, 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 connections. Campers and motor homes shall be permitted to park in the resident's parking space for loading and unloading purposes only and for a period not to exceed 24 hours. Boats are permitted a 2 hour maximum period for loading and unloading purposes.

## **COMMUNITY OFFICES**

The Community Office is open to assist you with your community related issues. The office hours and telephone numbers are posted in the Community Building. The community has a 24-hour, 7-day a week emergency number. The number will be posted at the Community Building and should be used only when the Office is closed. This number is for "emergencies" ONLY including: fire, community vandalism, public disturbances and major water, sewer or gas breaks. All Residents are advised to contact the Office during normal business hours with community related issues such as rents, disturbances, resale inspections or additions to home or home site or Community Rules and Regulations. Make all changes related to your tenancy status at the Office.

### WASHING OF VEHICLES

Residents may wash their car at the home site, 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.

### SNOW REMOVAL

Snow removal from the home site is the responsibility of the Resident. Snow and ice are to be removed from all sidewalks, steps and patios on the home site. If this responsibility is neglected, Management may, but is not required to, cause snow removal to be performed at the sole cost and expense of the Resident, which shall be immediately due Management as additional rent.

### WINTERIZING HOME

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 to prevent freezing of service lines, valves and riser pipes.

### UTILITIES

- A. Management will make water and sewer service available to each home site, which will be separately metered. Residents shall pay all charges for such services as they become due (which shall be billed on a monthly basis). All such charges shall be based upon the applicable metered charges and shall be paid and collected as additional rent.
- B. An electric meter, gas meter, water meter and telephone line has been or will be installed at each home site. The Resident will make his/her own application to the appropriate utility companies and will pay all bills rendered by said companies.
- C. The Resident will not tamper with any utility equipment or meters. In case of trouble, notify the utility company and Management.
- D. All manufactured homes in this community will use natural gas or electricity for heating, cooking and hot water tanks. No external fuel oil or bottle gas tanks will be allowed.
- E. Garden hoses may not be hung on the utility pedestal.
- F. Should Resident cause a blockage of sanitary sewer lines as a result of items being discarded into the sewer, the costs of repairs shall be paid by the Resident.

#### LIQUIDATED DAMAGES

The prevailing party in a contested action to terminate a tenancy 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, or the cost to remove the manufactured home from the community.

# BUYER'S AND RESIDENT'S HANDBOOK

A handbook for Manufactured Home Buyers and Residents is available through the Michigan Department of Energy, Labor & Economic Growth (Department) or the Maple Woods Community Office.

### SUMMARY

If any provision of these Rules and Regulations or the application thereof to any person or circumstance is held to be invalid, it is the intent that this invalidity shall not affect the enforceability of other provisions of these Rules and Regulations.

Please remember that these Rules and Regulations are for the benefit of all Residents of this community and we will continually strive to maintain high standards. Any violations of these Rules and Regulations by the Resident will be considered a breach of the terms of Residency and may result in eviction from the Community.

All registered adults are considered to be "Residents" for purposes of these Rules and Regulations. Violation of any of these Rules and Regulations by one Resident (or their minor children or guests) will result in the eviction of all occupants of a home and home site.

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:

Maple Woods Mobile Home Park, LLC 1550 West Beecher Adrian, Michigan 49221 (517) 263-7440 (517) 263-7444 Fax

# **COMMUNITY RULES AND REGULATIONS & AMENDMENTS**

The TENANT(S) hereby acknowledges receipt of a copy of the current Rules and Regulations and furthermore, agrees to abide by all Rules and Regulations contained therein and shall also comply with all of LANDLORD's changes and additions to the Rules and Regulations that are permitted under MCLA 554.631 to 554.641, as amended, and pursuant to the provisions of the Michigan Manufactured Home Commission Act. TENANT further acknowledges that violation thereof shall be grounds for eviction from the Community.

RESIDENT	RESIDENT
WITNESS	WITNESS
Lot No.	Date

