

# Cedar Springs Mobile Estates Community Rules

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Cedar Springs Mobile Estates is proud to offer Residents a congenial, attractive and well-governed manufactured home community. The Community Rules have been created to provide Residents with a written statement of our Community rules, procedures and standards. Many of our rules and standards are required by state law and/or local ordinances. Please review these Rules carefully. If you do not understand a particular rule, procedure or standard, please ask your community manager to explain it to you.

I. EQUAL HOUSING OPPORTUNITY: It is the policy of Cedar Springs Mobile Estates to offer equal housing opportunities to all qualified applicants. We encourage and support an affirmative advertising and marketing program in which there are no barriers, based on race, color, national origin, religion, sex, familial status or handicap status, to obtaining housing at Cedar Springs Mobile Estates. This policy is the law and is consistent with our company philosophy, objectives and practices. If you believe that you are being discriminated against, you may contact: Cedar Springs Mobile Estates at 400 Susan St., Cedar Springs, MI 49319.

II. A. COMMUNITY OFFICE: The community office is open Monday through Friday, from 8:00 a.m. until 5:00 p.m. and Saturday 10:00 a.m. until 4:00 p.m. to assist you with your community-related business and concerns. Please contact the community office, either in writing or by telephone call or personal visit during regular office hours, if you should have any problems or concerns related to your tenancy, including but not limited to: disturbances caused by neighbors, notification to Management of changes in occupancy at your home, pet registrations, Management approval for home and site improvements or

alterations, resale inspections, and questions regarding the community rules. Please do not go to the Community Manager's private home for community-related concerns unless it is an emergency such as a fire in the community, an underground water, sewer or gas line break, or vandalism of community-owned property.

B. EMERGENCY TELEPHONE: The community has an emergency telephone number, which is to be used only for emergencies such as fire, community vandalism, water, sewer or gas line breaks. The emergency telephone will be answered twenty-four hours, every day. Anyone calling maintenance on the emergency number for non-emergencies, resulting in maintenance being dispatched after office hours, or on a Sunday or Holiday, will incur a **Fifty dollar fee (\$50.00)**. The emergency telephone number is listed on the last page of these Rules.

C. EMERGENCY SHELTERS: Shelter facilities for severe weather conditions, including tornadoes, ARE NOT AVAILABLE IN THIS COMMUNITY. During severe weather, Residents and all other occupants and guests are responsible for taking their own safety precautions.

III. 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 home, without the Resident's prior written consent, unless it is necessary to prevent imminent danger to the occupant(s) of the home, their pet or other Residents of the community or to prevent imminent harm to property of the community.

IV. A. ACKNOWLEDGMENT OF RULES & REGULATIONS: Prior to admission to this community, each Resident must

sign an acknowledgment that he/she has received and read a copy of the Community Rules and any amendments thereto. All terms and conditions of the Lease Agreement are specifically incorporated herein and, if Resident has declined to sign the written lease, Resident acknowledges that he/she will comply with all terms and conditions of the Lease Agreement that are consistent with a month-to-month tenancy. Resident agrees that he/she, as well as all other occupants residing in the home and all of their guests, will abide by the rules, procedures and standards set forth in the Rules and all state, county, and city/township laws and ordinances. Failure to comply with the Rules or other laws may result in the termination of tenancy as provided by law.

**B. AMENDMENTS TO RULES & REGULATIONS:** From time to time the Community Rules may be changed or amended. Prior to the implementation of a new or amended rule or procedure, a thirty (30) day written notice of the proposed change will be provided to Resident and a copy of the amendment will also be posted in a conspicuous location within the community. New or amended Rules will become effective thirty (30) days after delivery and posting and will be enforced accordingly.

**C. ENFORCEMENT OF RULES:** Every effort will be made by Management to ensure that the rules, procedures and standards established by the Rules are enforced and that the quiet enjoyment and comfort of all Residents is not disturbed. Ignorance of the contents of the Rules will not be accepted as an excuse for noncompliance.

**D. NOTICE OF VIOLATION:** Residents who violate a rule will be contacted by Management, either by a personal visit, a telephone call or the issuance of a written Notice of Rule Violation or a Notice to Quit/Termination of Tenancy. If a Notice of Rule Violation

is issued, it will be accompanied with a fine and 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 may lead to more fines and/or eviction proceedings. Please note that compliance with the Rules is absolutely essential to provide you and your neighbors pleasant and peaceful surroundings.

**V. RENTAL APPLICATION:** All prospective Residents must complete a Rental Application, be approved for residency, pay the security deposit, and complete all required paperwork prior to occupying the leased premises. Management reserves the right to reject a prospective Resident for any reason not prohibited by law. If any false or misleading information or statement is provided to Management on the Rental Application or during the Application process, Management reserves the right to reject the prospective Resident and, if the application is approved and the tenancy has commenced prior to Management's discovery of the false or misleading information or statement, Management reserves the right to immediately terminate the tenancy.

**VI. OWNER OF RECORD:** For all owner occupied homes, the Resident must be designated on the Certificate of Title as the owner of the home. All owner occupied homes located in the community must be titled by the State of Michigan and a copy of the title must be provided to Management. Failure to provide a copy of the Certificate of Title is just cause for termination of the tenancy.

**VII. OCCUPANCY:** Maximum occupancy within a manufactured home in the community shall be two (2) persons per bedroom. All permanent occupants must register with Management. Any person residing within a home for more than (5) consecutive days or (30) days in a 12 month period will be considered an additional occupant. Management reserves the right to reject any occupant for any reason not prohibited by law. Additional Occupants not listed on a current lease will incur a twenty-five (\$25.00) dollar monthly fee.

**VIII. BUYERS AND RESIDENTS HANDBOOK:** A Handbook for manufactured home buyers and

Residents is available online at [www.michigan.gov/bcc](http://www.michigan.gov/bcc).

IX. PAYMENT OF RENT/FAILURE TO PAY RENT:

A. Rental payments, including any state or local taxes that Management is compelled to collect for each manufactured home in the community, are to be made payable to CSME, LLC and mailed to 400 Susan St., Cedar Springs, MI 49319 or at any other location that Management may designate in writing. Rent is due on the first day of each month and must be postmarked by the first day of the month and received by the fourth to avoid late charges. SLP SALES, INC Payments received by Management shall be applied in the following order: Security Deposit, Pet Fee or Deposit, NSF Charges, Late Charges, Home Rent. CEDAR SPRINGS Payments received by Management shall be applied in the following order: Security Deposit, Fines/Maintenance Fees, Pet Fees, NSF Charges, Water Bill Late Charge, Late Charge, Water Bill, Lot Rent.

B. In addition, Resident shall be responsible to timely pay all taxes and other assessments against Resident's home, appurtenances or other property located on the leased site or in the community, whether collected by management as part of rent or collected by the applicable taxing authority.

C. Payment of rent that is not late may be made by personal check, money order, cashiers check or certified check. A charge of \$50.00 will be assessed to any Resident whose personal check is not honored for any reason. Thereafter, personal checks will not be accepted and the Resident must make rental payments by money order, cashiers check or certified check

D. A late/liquidated damage charge of \$50.00 will be assessed to any Resident whose rent is received after the fourth (4th) day of the month, and again after the twentieth (20th) day of the month.

Late rent that does not include the late charge and other applicable charges may not be accepted.

E. In the event Resident fails to pay rent or other charges on or before the fourth day of the month, Management will issue a Demand for Possession for Non-Payment of Rent and the payment of rent will then only be accepted by money order, cashiers check or certified check. If Management thereafter commences legal action against Resident based on the default in the payment of rent, Resident shall reimburse Management for the expenses, including all filing fees, services fees and attorney fees incurred by Management as provided by law.

F. Failure of Resident to make timely payment of rent or other charges as provided in the lease agreement or Rules on three or more occasions during any twelve month period is just cause for termination of tenancy.

G. 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/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 also commence a non-payment of rent eviction proceeding without prejudice to the just cause termination proceeding.

H. During the term of this lease, including any extension of renewal thereof, or during any period of holdover tenancy, if a lawsuit is initiated for non-payment of rent you will be required to reimburse Management for the allowable court costs before your account will be considered current. In the event a second (or subsequent) lawsuit is initiated for non-payment of rent or for termination of tenancy, an

administrative fee of \$50.00 will be charged against your account to cover Management's increased costs of collection. The administrative charge as well as all court costs must be paid before your account is considered current.

X. MANUFACTURED HOME & INSTALLATION STANDARDS: All homes brought into the community must be installed in accordance with the community's installation standards, with the rules and standards set forth in the general rules developed by the Department of Commerce, Manufactured Home Commission, being R125.1601, et seq. and in accordance with the Manufacturers written installation instructions. The installation company must be licensed and insured. The Manufactured Home Commission rules also require each home to have a fire extinguisher and a smoke detector.

A. Home Specifications: All homes installed in Cedar Springs Mobile Estates must have all of the following features:

1. Single Wide or Double Wide
2. Shingled pitched or Metal roof and horizontal lap siding with 6" sidewalls; unless otherwise accepted in writing by management.
3. Vertical T-Lock Vinyl skirting or matching horizontal lap siding to the ground;
4. Outside water faucet on both front and rear of home;
5. Management upon inspection of home may accept any homes not meeting the above standards.

B. Address: Standardized address numbers that are no smaller than three (3") inches in height, must be affixed to the street side, on the right hand corner of the home and must be easily readable from the street servicing the site. Script numbering is not permitted. Residents who have a decorative light pole on their site may also display smaller address numbers on the pole for aesthetic purposes. If Resident fails to install proper address numbers within ten (10) days of the installation or

occupancy of the home, whichever occurs first, Management may install the address numbers and charge Resident \$25.00 for the service.

C. Placement / Leveling: Homes must be blocked and leveled on piers, pads or runners. The manufactured home frame must be lowered to a maximum of eighteen (18") high on blocking at the lowest end of the home. Hardwood beams with a minimum size of 6" x 6" x 10' must be used for blocking and setting up homes on piers that have non-standard width frames. The beams must span the frame and piers evenly. Shims used for blocking and leveling may not be thicker than 2½".

D. Tie-downs: State approved tie-downs must be installed.

E. Utility connections: Utility connections for electrical, gas and telephone are provided to each home site. The responsibility for hooking up the utilities is with each utility company. Resident must pay all deposits and bills issued by the utility companies. Residents are not permitted to tamper with meters or utility equipment. Tampering by tenant or tenants guests invitees or family members is just cause for termination of tenancy.

1. The Resident is responsible for the cost of upgrading utility hookups if necessary due to improvements to Resident's home. A licensed and insured electrician must perform any electrical upgrading.

2. All utility hookups shall be made in compliance with the Department of Commerce, Manufactured Home Commission Rule 125.1603, the manufacturer's written instructions and any applicable local codes that include:

3. Gas: A three-quarter (¾") inch gas line that has a shutoff valve at the meter, is required between the gas meter and the home. The gas line must be buried below ground. An

independent shutoff valve is required at each gas-supplied appliance in the home, such as water heater, oven/stove, clothes dryer or fireplace. LPG gas bottles/tanks, except those that are used for gas barbeque grills, are strictly prohibited

4. Electricity: Electric power supply must be installed in rigid conduit and buried underground. The tenancy may be terminated for just cause if Resident by any manner taps into electrical service provided to another tenant.

5. Water: The water line in the home must be a minimum of five-eighth (5/8") inch outside diameter, copper pipe. A three-quarter (3/4") inch shutoff valve must be installed at the top of the water supply. Resident should know how and where to shut off the water in case of an emergency. Functional UL approved heat tape **must** protect the full length of the water supply line from the home to and including the water meter and eighteen (18") inches into the crock. Heat tape should not be wrapped closer than two (2") inches from the belly board of the home. Heat tape and water lines must be wrapped with fireproof insulation. Resident is responsible for any and all damage to the water line and meter resulting from failure of the heat tape for any reason. The water crock must be filled with insulation and covered at all times.

6. All newly installed homes must be inspected for water leaks. Leaks can occur at any time. It is absolutely necessary that leaking water lines, dripping faucets and running toilets be repaired immediately to prevent waste. Resident should note that water leaks would result in significantly higher water/sewer billings to Resident. All charges for water are metered by Landlord and will be billed to Resident monthly. Rates charged are the same as those charged by Cedar Springs.

7. The use of water softener equipment is strictly prohibited because the salts used in water softeners will interfere

with and/or contaminates the sewage treatment facility. Failure to abide by this rule will be grounds for eviction.

8. Sewer: All sewer pipes must be Schedule 40 PVC and must have a minimum one-quarter (1/4") inch drop per foot. Support plumber straps are required on all sewer lines at each outlet from the home and at not more than five (5) foot intervals thereafter. Fernco rubber flare or bell seal must be installed on sewer pipes to prohibit leakage of sewer gas and waste. Heat tape is never to be installed on a sewer line. It is presumed unless proven otherwise that all sewer stoppages are the responsibility of the tenant.

F. Air Conditioners: Installation and operation of central air conditioning units must be approved by Management prior to installation and may require local permits. Central air conditioner compressors must be placed on a solid cement or fiberglass slab at a location approved by Management and must be installed according to local building code requirements. Window air conditioning units must be securely braced to the home with metal angle braces or chain braces and cannot be supported by any extensions to the ground. All air conditioning units must be attractively maintained and winter air conditioner covers must be neat in appearance.

G. Telephone/Cable Lines: Resident is not permitted to tamper with any part of the community television or satellite system. The tenancy may be terminated for just cause if Resident taps into the paid cable service without the permission of the Cable Company or Management. The cable company can terminate ALL programming if a Resident violates this rule.

H. Satellite Dish: Satellite is permitted but dish must be installed on a separate pole in rear of home or on roof of shed. Satellite dish cannot be installed on the roof of a rental home. Cable is to be installed from underneath the home and

no visible cables hanging along skirting. Management, in accordance with the Federal Communication Commission Rules, is permitted to impose reasonable restrictions that affect the placement, appearance or installation of the antenna or dish. Failure to install and/or maintain the antenna/satellite dish in accordance with the community restriction is just cause for termination of the tenancy. In the event that the FCC further restricts or limits the Residents right to install a TV antenna or a satellite dish, Management reserves the right to modify these provisions. Antennas intended for ham radios, AM/FM radios, scanners or CB radios are not permitted without the prior written consent of Management.

I. Skirting & Siding: Homes must be skirted within thirty (30) days of placement on the site. Skirting must completely enclose the space beneath the home. Skirting material must be specifically designed for skirting application or, alternatively, must be horizontal lap siding identical to the lap siding on the home and extending to the ground. The color of vertical skirting must match or attractively accent the exterior of your home. Management reserves the right to approve color choices for vertical skirting and/or lap siding. Management must approve the type of skirting and siding product and the installation method prior to installation. Skirting must be properly ventilated and access panels of sufficient size, in the utility hookup areas, must be in place. There is to be no damaged siding or skirting, and all material should be installed correctly at all times. Violation of any of these will result in fines.

J. Steps: Steps leading to the entry doors must be treated wood. Proper handrail(s) must be attached. Steps must be maintained in a safe and attractive manner. All steps leading to the front door must be placed on a four (4) inch deep concrete slab or incorporated in an allowed deck. Violation of any of these will result in

fines.

K. Porches/Decks: Enclosed porches and decks are only permitted on the entry side of the home unless otherwise approved by Management in writing. Decks and steps attached to a deck must be constructed of treated, planked wood and must be either stained or sealed as required by Management. Decks may not be painted. All exposed sides are to be skirted with skirting type approved by Management. Wood plank or wood sheeting material cannot be used to skirt a deck. Wood lattice skirting around the base of the deck and between the base and the handrail of the deck is permitted, but not required. Proper handrails must be installed on all exposed sides. Resident must submit to Management complete drawings and specifications of the enclosed porch or deck and Management must approve the plans prior to construction. Resident is responsible for obtaining any required building permits. If Resident installs an enclosed porch or deck without the prior written approval of Management, Management may require it to be removed.

L. Awnings: Awnings over doors, windows, a deck or parking area must be aluminum and must specifically be designed for use as an awning. Resident must submit to Management complete drawings and specifications of the awning and Management must approve the plans prior to construction. If Resident installs an awning without the prior written approval of Management, Management may require the awning to be removed by Resident. Awnings are to be maintained in good condition.

M. Hitches: Hitches and tongues must be removed from the home upon installation and stored beneath the home.

N. Wheels, Tires & Axles: Wheels and tires must be removed from the home. Axles, hubs and springs must be left on the home at all times.

O. Fences: Decorative garden fences that are less than 18 inches high may be installed to enhance the beauty of the home site. Decorative fences may not completely enclose any area and may not be used for purposes of prohibiting ingress to or egress from the home site. Resident must submit to Management complete drawings and specifications of the fence and Management must approve the plans prior to construction. If Resident installs a fence without the prior written approval of Management, Management may require the fence to be removed by Resident.

P. Damages: Resident shall be solely responsible for any damage to community property or that of other Residents resulting from the installation of the manufactured home.

Q. Storage Shed: A utility storage shed must be installed at Resident's expense (one shed per home site) within sixty (60) days of Resident's occupancy. Resident is required to obtain written approval from Management as to permissible materials, size and location, before installing a new shed or altering the current structure. All sheds must have a pitched gabled roof and horizontal lap siding that matches the home. All sheds must also comply with the local, county, or state building code. Shed size may not exceed 10' wide x 10' deep x 8' high and may not be less than 6' wide by 8' deep x 8' high. The shed pad is to be four (4") inches thick concrete or a treated wood system. The shed pad must be removed and the area restored to its original condition if the shed is removed. The shed color must match 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.

R. Outside Storage: Resident may not store any items outside the home except in an approved storage shed and except as otherwise provided in these

Rules. There shall not be any storage beneath the home, behind the home, behind steps, behind or on decks and porches, etc. All toys, bicycles, tricycles, lawn care equipment, folding lawn chairs, garden tools, ladders, etc., must be stored in a shed when not in use.

## XI. IMPROVEMENTS & ALTERATIONS

A. Prior Management approval Resident shall not make any 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 the proposed improvement or alteration (i.e. porch, deck, carport, shed, awning, cement pad or other home additions and landscaping).

B. Call Miss Dig: 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. Resident is liable for any damage to underground utilities.

C. Building Permits: 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 might be required by Management, to remove the improvements or alterations.

D. Licensed Contractors: All improvements and alterations are to be performed by a licensed and insured contractor unless the Resident performs the improvements or alterations.

E. Improvements Owned By Resident: All improvements, alterations, anchoring equipment and utility hookups, with the exception of landscaping, shall remain the property of the Resident.

F. Landscaping: Residents may, after supplying Management with the details and obtaining written approval, plant trees and shrubs on their manufactured home site. Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a home site and to restrict the size and location of all plantings.

## XII. 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 manufactured home or manufactured home site may be subject to fines and is just cause for termination of tenancy.

B. Residents must obtain prior approval of Management with regard to the colors chosen for the home, skirting, shed and trim.

C. All windows and doors must be maintained in good condition. Broken windows are to be repaired immediately. No plastic or any other alternatives are to be used for replacement. Window treatments used in the home must be of the type specifically designed for such use and must look aesthetically pleasing, not broken or busted - this is at the discretion of management. Sheets, blankets, towels, newspapers, etc. may not be used at any time. Violation of any of these will result in fines.

D. Lawns are to be mowed, raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. Shrubs and other plantings are to be trimmed regularly to maintain a neat and attractive appearance. Flowerbeds are to be weeded and dead blossoms and plants are to be cut back and/or removed as appropriate. Resident is not permitted to remove any tree(s) or shrub(s) without the prior written consent of

Management regardless of who initially planted the tree/shrub. Violation of any of these will result in fines.

F. 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. These are all subject to fines if found by Management.

G. Tenant may place 2 political yard signs measuring not more than 18 inches by 24 inches on the home, or home site for a period beginning 4 weeks before and 1 week after a governmental election.

H. Resident is responsible for the maintenance of site lights, including insuring that these lights are operable during the hours of dusk to dawn daily. Resident is responsible for notifying office if streetlight in or near home is inoperable.

I. The area under the home is to be kept clean and no combustible material, debris or any other storage is to be present. If discovered by Management, this may be subject to fines. If not removed after proper notice, all storage underneath home will be deemed as abandoned and Maintenance will remove all items and a Maintenance Fee of twenty-five (\$25.00) per man hour, plus fifty (\$50.00) per item, will be charged to the Resident.

J. In the event a Resident fails to maintain the home and/or 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. There will be a one-hour minimum charge for such work performed by Management or anyone hired by Management to do such work. Currently the hourly charge is twenty-five (\$25.00). If you own your



own home, each work order and each Rule Violation which results in necessary maintenance and/or repair work performed by management or by a third party hired by Management shall incur a \$65.00 administrative service charge in addition to the maintenance charges described in this subparagraph. Different charges may apply if a third party company is needed to complete such repairs. Management reserves the right to increase the hourly charge upon thirty (30) days written notice to Resident.

**K. HOME SITE SNOW REMOVAL:** Home site snow removal is the responsibility of the Resident. Snow and ice are to be shoveled or blown from all driveways, sidewalks, parking areas, steps and patios on the home site. Snow may not be shoveled or blown into the street, but must be shoveled or blown onto Resident's lawn area.

**L. WINTERIZING HOME:** Any winterizing of homes (such as plastic being used for storm windows, insulating the skirting, etc.) must be on the interior of the home. No temporary exterior attachments of any nature are allowed. A UL approved heat tape certified by the State of Michigan must be installed at the time the home is installed on site and be replaced when necessary to prevent the freezing of exterior water service lines, valves, meters and riser pipes in the water crotch. Resident's failure to maintain an operating heat tape may result in termination of the tenancy and/or disruption of water service due to the freezing and possible breakage of water lines. Resident is responsible for any and all frozen pipes that service the home exclusively and will be subject to Maintenance Fees if Management is needed to help resolve such issue.

**M. TRASH REMOVAL:** Management will defray costs incurred in the regular removal of tenant's trash by assessing each mobile home tenant or owner in the community on a pro-rata basis,

along with a \$18.00 per month per mobile home surcharge for servicing the waste removal account. Such charges will be deemed to be rent and collectible as rent in accordance with the provisions of MCLA 600.5714 et seq. Your trash must be bagged and in appropriate trash canisters. You are not to put your trash canisters by the road until the day your trash is to be picked up. Residents are responsible for arranging the removal of large, bulky, heavy items at their own expense. Resident should see Management for details. Trash bags are not to be left outside of the home. Trash cans, whether owned by the tenant or supplied by the waste removal contractor, if stored outside, must have securely fastened lids and must be stored behind the home, steps or deck so the trash cans cannot be seen from the street. 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 as provided in the home and home site maintenance rule. Tenants may not make use of dumpsters rented by Cedar Springs Mobile Estates for disposal of their trash. Trash not properly disposed of will result in a fine. Any excessive trash laying around not in your canisters will result in a fine. No furniture of any type is to be left outside until the day such trash is to be picked up.

**N. FIREWOOD STORAGE:** Firewood is to be stored at the rear of the home in a neat and attractive manner at least four (4") inches off the ground. Firewood storage is limited in size to a pile 2' deep x 8' wide x 4' high.

**O. PATIO/LAWN FURNITURE/GRILLS:** Only furniture specifically designed for outdoors use may be placed on decks, patios and yards. Resident shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored when not in use.

Charcoal grills must be kept 10 feet away from any part of any home or

structure when in use. Also, they must be stored away properly when not in use. Proper storage of grills would be storing them in a shed or on the back side of rear steps of your home with a proper cover over top of it. No propane or combustible gases are allowed in any home at any time. If caught, disobeying these rules will result in fines and/or termination of tenancy.

P. PLAY EQUIPMENT: Management allows Residents to place a small wading pool (maximum size 6' x 12" deep) on the patio/cement area at the home site. Wading pools must be emptied when not in use and stored in a shed each night. Wading pools may not be placed on the grass. No swing sets or permanent basketball goals/posts. Only portable basketball hoops are permitted and they must be set on the concrete patio/driveway area when in use. When not in use, portable basketball hoops must be lowered and stored so they are not visible from the street. No trampolines of any kind are permitted. No tents or portable screened gazebos may be placed on the site without the prior written approval of Management. Violation of any of these will result in fines.

Q. LOCKOUTS: After normal office hours, a lockout will incur a **Fifty dollar fee (\$50.00)**.

XIII. PETS: Pets, including assistance animals (hereinafter referred to as pets) are permitted within the community; however, they must be specifically approved of in writing by management. Such approval is provided using the "Pet Agreement" and a Pet Agreement is required for each and every pet that may be permitted into the community. Pets must be registered BEFORE being brought into the Community.

A. Pets that die or are otherwise removed from the community may not be replaced without the resident first obtaining a new Pet Agreement from management. The new pet must conform to all current pet rules.

B. Signs: No "Beware of Dog" or other such signs are allowed in the community.

C. Running Loose: Pets running at large may be picked up by Animal Control or surrendered to same and Resident's pet privileges may be revoked. Resident may be issued a Violation for such incident(s) as defined within these Community Rules.

D. Disclaimer: Management disclaims any responsibility for the 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 negligent performance of a duty imposed by law. Pet owners, by signing a Pet Agreement, agree to assume all responsibility for any property damage or personal injury caused by the pet to any person, and further to indemnify and hold management harmless for any property damage or injuries caused by the pets to any person or to any person's property.

#### XIV. AUTOMOTIVE VEHICLES

A. License Plates: For security reasons Resident's vehicle(s) must display a community sticker in the lower, driver's side part of the rear window. Vehicles kept on home sites or in community parking areas must have current license plates. Vehicles without plates or with expired plates will be towed at Resident's expense, along with a fine being added to the Resident's account. Management is not responsible for any damages that may result from the towing of the vehicle.

B. Condition of Vehicles: Resident's vehicle(s) must be operable and the exterior condition or appearance must, in Management's sole discretion, look respectable and appropriate to the community. Flat tires must be repaired promptly. Vehicles that are not operable or do not have an acceptable appearance will be towed at residents expense and will be subject to fines.

Management is not responsible for any damages that may result from the towing of the vehicle. Vehicles may not be covered with tarps or car covers at any time.

C. Parking: Residents shall park only in the space(s) provided by Management. Parking of vehicles is not allowed on vacant sites, fire lanes, lawns, patios or common areas or streets. Residents shall not use visitor parking spaces for personal use. Vehicles left unattended in guest parking areas for an extended period of time will be towed out of the community at the owner's expense, along with a fine being added to the Resident's account. Parking is provided for two (2) cars on each home site. Residents who would like to bring a third vehicle into the community must construct a third parking space on their home site, at Resident's sole expense and if space allows. Prior written approval of Management must be obtained to construct an additional parking space on the home site. Individual guest parking areas located within the community CANNOT be used for a Resident's third vehicle. Violations of any of these may be subject to fines and/or termination of tenancy.

D. Maintenance Prohibited: No automobile maintenance or repairs of any kind may be carried out at the home site. Violation of this will result in fines and/or termination of tenancy.

E. Mufflers Required: All vehicles must be equipped with an adequate and functioning muffler that effectively muffles sound so that the quiet enjoyment of other Residents is not disturbed. The operation of vehicles not properly muffled or with malfunctioning mufflers within the community is not allowed. Violation of this will result in fines and/or termination of tenancy.

F. Oil & Gas Leaks: Any vehicle dripping oil, gasoline or other automotive fluids must be repaired

immediately. Resident must clean up all spills of hazardous material, or Management will do so after notification to Resident. Violation of this will result in a fine, along with the Resident being charged the actual costs of a complete cleanup of such leaks, including the replacement of damaged asphalt or concrete if applicable, along with the hourly Maintenance Fee.

G. Trucks: Vehicles with a load capacity in excess of one (1) ton, or dual wheel, stake or tow trucks, or service vans, pick-up trucks or vans with unsightly service equipment are not permitted to be parked on the site or in community parking areas. Trucks of this description are only allowed in the community for servicing the community or its Residents. Violation of these may result in fines or termination of tenancy.

H. Speed Limits: All vehicles operating within the community must abide by the posted (5 M.P.H.) speed limit and traffic signs. Speeding will not be tolerated. Violations will be issued and if three (3) traffic violations are issued to Resident's household, just cause termination eviction proceedings will be commenced. Residents are responsible for their guests compliance with all traffic and parking rules.

I. Fire Hydrants: Vehicular parking is prohibited within ten (10) feet of any hydrant. If a fire hydrant is located on a Resident's site, Resident may not obstruct access to the hydrant, including but not limited to piling or shoveling snow or planting trees or shrubs around the hydrant. Violation of this may result in fines or termination of tenancy.

J. Removal Of Vehicles By Management: As permitted by law, Management reserves the right to remove vehicles parked in violation of these Rules, and further reserves the right to remove inoperable vehicles or vehicles without current license plates. Resident shall pay all costs. Management will not be responsible for any damage to a vehicle due to towing.

K. Washing: Automobiles may be washed at the home site, except during times of water restrictions. A self-closing nozzle must be used on the water hose to conserve water when washing cars. Biodegradable soap must be used.

L. Motorcycles: Licensed motorcycles and mopeds are allowed to operate only for transportation in and out of the community. Written consent of Management must be obtained before bringing a motorcycle or moped into the community. Motorcycles and mopeds must be adequately muffled and may not be started between the homes. 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 storage shed. Parking elsewhere is prohibited. Violation of any of these may result in fines or termination of tenancy.

M. Recreational Vehicles: The operation of trail bikes, mini-bikes, motorized scooters, 4-wheelers, snowmobiles, off-road vehicles, all-terrain vehicles, and other vehicles of this nature is not allowed within the community. Such vehicles may only be stored at the Resident's home site if such vehicle can be stored within a storage shed. Transportation to and from the home site is to be by trailer only. The storage of boats, campers, motor homes and other forms of recreational vehicles upon the home site or in the street is strictly prohibited.

No persons may sleep or live in any type of recreational vehicle. No form of recreational vehicle may be attached to any utility connection. Violation of any of these will result in fines and/or termination of tenancy.

## XV. TERMINATION OF TENANCY

A. Management may terminate Resident's tenancy if the conduct of Resident, other occupants, guests or invitees of Resident causes damages due to waste, misuse or neglect, to the home site, common areas, amenities or

facilities provided by Management or other property belonging to Management or other Residents in the community, whether or not Resident has made repairs or reimbursed Management for the cost of repairs. Resident agrees that he/she, other occupants and guests will use the home site, common areas and any amenities provided by Management in a clean and wholesome manner, in compliance with the Lease, Community Rules and all laws and ordinances. Resident shall keep the home site in good repair and, at the expiration of the tenancy, return the site to Management in the same condition as when taken. Resident agrees that he/she will not cause or allow, nor will Resident allow other occupants or guests to cause or allow, any waste, misuse or neglect of the home site, common areas or any amenities provided by Management. Resident will pay for all damages caused by Resident, other occupants or guests of Resident. If Resident neglects or fails to repair or pay for damages caused by waste, misuse, and/or neglect, the cost of necessary repairs made by Management will be deemed to be additional rent and shall be due from Resident on the first day of the month following notice to Resident of the cost of the repairs.

B. Resident's tenancy will be terminated if Resident, a member of Resident's household or other person or guest under Resident's control engages in criminal activity or any act intended to facilitate criminal activity, or allows the home, site or any area within the community to be used for or to facilitate criminal activity, including drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance in the home, on the site or within the community. If a formal police report has been filed by Landlord alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver or possess a controlled substance on the

premises or common areas, the tenancy may be terminated, as provided by law, following service of a seven (7) day written demand for possession rather than by service of a thirty (30) day written notice of termination of tenancy.

C. Resident's tenancy may be terminated if Resident, a member of Resident's household or guest allows any games of chance to be conducted in the home, on the site or within the community. Resident shall not do anything within the community which would interfere with the quiet enjoyment of other Residents, including but not limited to the possession or threatened use of firearms or any other weapons, the operation of any equipment or machinery that is harmful to the premises or which is disturbing to other Residents, or the employment of any person or persons in the community whose employment may constitute or create a liability on the part of Management. Resident shall not manufacture, store, treat, discharge, or dispose on, under or about the premises, or any area in the community, or transport to or from the premises, any hazardous substance.

D. Resident's tenancy may also be terminated if Resident fails to maintain the home and site in accordance with the standards stated in these Rules, or if Resident fails to abide by the rules, procedures or other standards stated in these Rules or for any other reason provided by law. 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.

XVI. LEGAL COSTS FOR TERMINATION OF TENANCY ACTIONS: Resident shall reimburse Landlord the legal costs associated with a termination of tenancy proceeding, including all filing fees, service fees and attorney fees as

provided by law. In addition, the prevailing party in a contested, just cause termination of tenancy action may 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 of removing Resident's manufactured home from the community.

XVII. 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:

A. Resale Inspection: 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 Management inspect the exterior of your home and leased site to ensure that they are in compliance with the current community standards regardless of the condition of the home when initially purchased by Resident. The fee for the inspection is \$30.00, which must be paid prior to the inspection. The inspection is valid for 120 days 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.

B. For Sale Sign: One 18" x 12" For Sale sign may be placed inside the front window of the home. For Sale signs must be purchased from a store. No homemade signs are permitted. Faded, torn or unsightly signs must be replaced

or removed. Violation of this may result in fines.

C. Management Approval of Purchasers: 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 will be evicted from the community. Management will not accept rent from a trespasser.

D. Continued Liability For Rent: Resident will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home or holds title to the home.

E. Sale of Improvements: Any improvements, alterations or additions to the manufactured home and/or home site, including but not limited to sheds, garages, carports, and decks that are to remain on the home or home site following the onsite sale of the home, with the exception of landscaping and 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 to ensure that they have been properly installed, activated and maintained.

## XVIII. REMOVAL OF HOME BY RESIDENT

A. A month-to-month Resident must provide a thirty (30) day written notice of their intention 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. 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. 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, shed pads, porches, tie-downs, anchoring systems, awnings, carports, garages, etc., must be removed from the leased site within three (3) days of the removal of the home or these items will be considered to be abandoned and Management may remove and/or sell the abandoned items to cover the cost of their removal. These items do not become fixtures or property of the community. Only piers, trees, and shrubs may remain on the site following the removal of a home. If plants are removed from the site, the soil must be restored to its original condition. Trees and shrubs may not be removed without the prior written approval of Management.

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, shed pads, 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 if a dealer, bank or other secured party removes Resident's manufactured home from the community.

**XIX. CONDUCT:** Management requests that all Residents, occupants and their guests respect the rights of others to enjoy the quiet and peaceful use of the community. Residents are responsible for the conduct of the other occupants and guests. Excessively loud talking, abusive language, shouting, radio, television, stereos, and other disturbing noises are not permitted within this community. Residents may not use any equipment that causes television or radio reception problems for other Residents. CB and ham radios may not be operated within the community. Interference with the quiet enjoyment of other Residents of the community may be subject to fines and is just cause for termination of tenancy under MCLA 600.5775.

**XX. CHILDREN:** We welcome children, but we ask that they be supervised at all times. Children of all ages are never permitted to play, loiter, congregate or entertain their friends in the streets or mail house of our community. Disposing of trash and littering the grounds or smoking in our mail house by is prohibited and our subject to fines and/or termination of tenancy. You are responsible for any littering caused by any child in your household and must clean up after them. You are financially responsible for any damage caused by your children, their guests or invitees.

**XXI. PERSONAL AND FIRE SAFETY:** Management is concerned with the well being of you and your family. The Community Rules are the means of providing a pleasant living environment. Adherence to the following Rules 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 and guests, as provided by law.

B. Please take extra care when around any body of water (pond, creek, reservoir, swimming pool, etc.) within the community. RESIDENTS AND THEIR GUESTS ARE PROHIBITED FROM ENTERING THE SEWAGE TREATMENT AREA AT ANY TIME.

C. All homes are to be kept free from fire hazards. For your own safety, do not store items under your home. You may be subject to fines if items are found to be stored under your home.

D. It is the responsibility of each Resident to monitor radio and/or television for severe weather warnings. There are no government-approved shelters within the community.

E. "Children Playing", "Stop", "5 M.P.H.", and other signs of this nature must be adhered to.

F. Actions that interfere with the health, safety, or welfare of the manufactured home community, its employees, or Residents, are just cause for termination of tenancy under MCLA 600.5775.

G. Resident(s) should furnish Management with the name, address, and telephone number of a person to be notified in case of an emergency.

**XXII. MAIL KEYS:** In the event that Management provides keys to Residents, for any reason, after the initial key has been provided at move in, there will be an additional charge of \$10.00 (ten dollars). If no extra key is available a charge of \$40.00 will be assessed by the office to change the lock.

**XXIII. WATER USAGE:**

A. The use of any water irrigation device or system on or about the exterior of Resident's manufactured home is strictly limited to the following uses: watering the grass and flowers as necessary, filling small wading pools,

washing automobiles, and washing the exterior of Resident's manufactured home. Please do not leave sprinklers on for an excessive period of time, as waste increases cost.

B. Due to the high consumption of water during summer months, Management reserves the right to limit the watering of lawns between June 1 and September 30 of each year and Management may require that Residents with home site numbers ending in an odd numbers (1-3-5-7-9) only water their lawns on odd number calendar days; home sites ending with even numbers (2-4-6-8-0) only water their lawns on even numbered calendar days. (Summer water restrictions are not to be construed as a ban upon the filling and use of children small wading pools or watering of flowers.)

XXIV. ADVERTISING, SOLICITING, AND COMMERCIAL BUSINESS: Advertising and soliciting within the community is not permitted. Management reserves the right to communicate with Residents through distribution of written materials from time to time. Residents may also place advertisements in the community newsletter. Any commercial enterprise or business that violates any local, county, or state zoning ordinances may not be conducted in the community.

XXV. DISCLAIMER: Management disclaims responsibility for accident or injuries to Residents, their family members or guests that may occur within this community except for Management's failure to perform a duty or negligent performance of a duty imposed by law. Furthermore, Management disclaims responsibility for damaged or lost property resulting from fire, theft, wind, floods, or any other Act of God which is beyond the control of Management except for Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

XXVI. INSURANCE POLICY: All Residents, whether being an Owner or a Lessor, shall procure a manufactured home comprehensive insurance policy insuring against loss, damage, and liability for personal injuries that may occur on the home site or within the home. Resident

shall furnish Management with a copy of the insurance policy. The policy shall name Management as an additional insured and shall contain a provision stating that in the event the policy is canceled, the insurance company shall provide Management with thirty (30) days written notice prior to canceling the policy of insurance.

#### XXVII. WATER METERS AND SEWER SYSTEM:

A. Tampering with any water meters or any of the read boxes will result in stiff fines and criminal prosecution. Failure to maintain connection to reading devices installed on each home will also result in reconnection charges of \$40.00 per connection. Freezing and breaking of water meter will result in charges of \$175.00 per water meter replacement. Damage to the water riser will result in a minimum charge of \$150.00. Anyone tampering with park owned equipment will be criminally prosecuted.

B. The following is a short list of materials that should never be disposed of in kitchen and bathroom sinks, or down your toilet.

1. Personal Care, Cleaning and Miscellaneous Items. Unlike toilet paper, which breaks down quickly in water, personal, baby and cleaning/disinfecting wipes remain intact and tangle into massive clogs that jam pumps and block pipes. Even those labeled "flushable" should not be flushed.

2. Here's a list of a few other items that cannot be recycled and should always be disposed of in a trash receptacle:

Diapers and baby wipes, even those labeled "flushable"; Tampons and sanitary pads, personal care wipes; Cleaning/disinfecting wipes and disposable toilet brushes; paper towels; "Disposable" contact lenses; Cigarette butts; Dental floss and toothpicks; Cat litter or animal waste; Toys, or anything made of plastic, including plastic coffee stirrers

3. Fats, Oils, and Grease which come from meats, butters and margarine,



lard, food scraps, sauces, salad dressings, dairy products and cooking oil. Please do not pour oil and grease down drains or toilets. Grease is the number one cause of sewer blockages in manufactures homes. It cools as it travels through pipes and, over time, the accumulation of fat, oils and grease can block pipes, contribute to clogs and, eventually, cause raw sewage to obstruct the flow of sewage through the system. The solution is to allow fat, oils and grease to harden in a can or carton and then dispose of it in your garbage.

4. Pharmaceuticals: Never flush prescription or over the counter medicines down a toilet or sink.

D. All Residents are advised to exercise proper care and safety to insure against accidentally or intentionally causing damage or obstructions to occur in the community's sewer system. Please note that tenants are responsible for the actions of their children and guests, as provided by law. Tampering with the sewer system in anyway will result in stiff fines and criminal prosecution.

E. In the event that Management is compelled to incur expense to repair tenant caused damage to or to remove tenant caused obstructions from the community's sewer lines and Management is unable to identify any specific tenant as responsible for the damage or obstructions, Management reserves the right to surcharge the water and sewer bills of all tenants to recover such costs on a pro-rata basis.

F. Management disclaims responsibility for damage or obstructions to or in the community sewer system, or the costs incurred to repair such, when such damage or obstructions are caused by tenants, their family members or their guests, or are not otherwise directly attributable to the actions of Management, except for Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

XXVIII. FINES: Violation of any of these rules resulting in a written notice will also result in a fine of fifty (\$50) dollars. The second written notice of the same violation will result in a fine of seventy-five (\$75) dollars. The third written notice of the same violation will result in a fine of one hundred (\$100) dollars and constitutes just cause for terminating your tenancy. Management reserves the right whether to terminate tenancy in such cases, and, Management's election not to terminate tenancy, will not prevent Management from terminating tenancy for any subsequent repeat violation.

Management has full discretion to adjust the amount of each penalty for any violation based upon the circumstances. Residents shall not be entitled to compel management to assess any particular penalty against another Resident.

XXIX. ENTERTAINING: Management has no objections to Residents entertaining friends or family, but after 10:00 p.m. during the week and after 11:00 p.m. during the weekend, parties and music must be turned down, and shall be contained within your home. Remember, your neighbors have a right to peace and quiet and those who work need their sleep. Violations of any of these may be subject to fines and/or termination of tenancy.

XXX. NOISE: No Resident(s), Occupant(s), their guest(s) and/or invitee(s) shall do anything in the Premises or in the Community which interferes with the rights, comforts or conveniences of another Resident of the Community, Landlord, its agents and/or employees. No excessive noise, music, disorderly conduct, or conduct annoying or disturbing to another Resident of the Community, Landlord, it's agents and/or employees, shall be permitted in any part of the community. Landlord shall be the sole judge of what constitutes an annoyance or disturbance. Violations of any of these may be subject to fines and/or termination of tenancy.

XXXI. COMPANY NAME: The company name and/or symbol shall not be reproduced for any purpose whatsoever without the written consent of Management.

XXXII. THE OBLIGATION OF GOOD FAITH is imposed on both parties to these Rules in both

the performance and enforcement of the conditions contained herein.

Any correspondence regarding compliance with these Rules may be directed to:

CEDAR SPRINGS MOBILE ESTATES  
400 Susan St.  
Cedar Springs, MI 49319

EMERGENCY	AND	COMMUNITY
TELEPHONE NUMBERS		
Manager's Office		616-696-0820
After Hours Emergency		248-474-1219
Police & Fire Department		911
Poison Control Center		911
Cedar Springs Police Dept.		616-696-1311
Consumers Energy		800-477-5050
Charter Cable		616-204-0248
AT&T		800-244-4444
Miss Dig		800-482-7171

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I acknowledge Receipt of a copy of Community Rules and Regulations.

Date:

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Resident

Date:

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Resident