



# BURKHART R I D G E

## *Community Guidelines*



*997 River Line Drive, Howell Twp., MI 48843*



## **Manufactured Home Community Guidelines**

**WELCOME!** Thank you for joining community of satisfied our Residents, We are committed to providing our Residents pleasant surroundings within a well-governed, peaceful and attractive manufactured home community.

The Community Guidelines, hereafter referred to as the Rules and Regulations, have been created to provide our Residents with a written statement of our Community standards and procedures. Please read the Rules and Regulations carefully. If you do not understand a particular rule, please ask your community manner to explain it to you.

### **1. MANAGEMENT APPROVAL**

All prospective residents must complete a RENTAL APPLICATION. Management has the right to reject a prospective resident for any reason not prohibited by law. If a prospective resident provides false or misleading statements in the Rental Application, Management will not approve the residency.

### **2. OWNER OF RECORD**

Resident warrants and represents that he is the owner of the manufactured home and that his name appears on the Certificate of Title. All homes located in the community must be titled by the State of Michigan and a copy of such title must be provided to management within thirty (30) days of occupancy.

### **3. OCCUPANCY**

Maximum occupancy within a manufactured home in the community shall be two (2) persons per bedroom. A guest may not stay at the home of Resident more than five (5) consecutive days without prior written notice to Management. Any person residing within a home for more than fourteen (14) days in any twelve(12) month period will be considered a permanent occupant and must be approved by Management and registered with Management. Additional occupants and/or long-term guests will not be approved by Management if Resident's occupancy limit would be exceeded by the continued occupancy of the additional occupant or long-term guest. Management may refuse to approve an additional occupant or long-term guest for any reason not prohibited by law.

### **4. RULES AND REGULATIONS**

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

### **5. AMENDMENTS**

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

## **6. ENFORCEMENT OF RULES & REGULATIONS**

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

## **7. NOTICE OF RULE VIOLATION**

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

## **8. TERMINATION OF TENANCY- CONFERENCE**

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

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

Rents are to be paid monthly. Rental payments may be mailed, paid in person or, if a lockbox is installed at the Community Office, rent payments may be deposited therein. 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/liquidated damage 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 reasons cash will not be accepted. A charge of \$30.00 will be assessed to any Resident whose personal check is not honored by the bank for any reason. Thereafter, 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 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 Demand for Possession for Non-Payment of Rent and the payment of rent then due will only be accepted by money order, cashiers check or certified check. If management thereafter institutes legal action against Resident based on the default in the payment of rent Resident shall reimburse management for the court costs expended by management.

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 failure management has served written Demand for Possession and Resident has failed or refused to pay such rent or other charges within the time period stated in the Demand for Possession, is just cause for termination of tenancy pursuant to MCLA 600.5775(2)(f).

## **10. PAYMENT OF RENT DURING TERMINATION PROCEEDINGS**

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

## **11. LIQUIDATED DAMAGES**

The prevailing party in a contested action to terminate a tenancy pursuant to MCLA 600.5775 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, and the cost to remove the manufactured home from the community.

## **12. MANUFACTURED HOME INSTALLATION STANDARDS**

All manufactured homes brought into the community are to be installed in accordance with the rules and standards set forth in the general rules developed by the Department of Commerce, Manufactured Home Commission, being R125.1601, et seq. and in accordance with the Manufacturers' written installation instructions.

Notice to residents: For your safety and welfare, rules regarding the installation of manufactured homes have been developed by the Michigan Department of Commerce, Manufactured Home Commission. Additionally, the manufacturer of your home should provide written instructions specifically created for the installation of your manufactured home. Therefore, you should make sure your home is installed by a licensed manufactured home installer who is familiar with the installation requirements, including, but not limited to placement, blocking, and utility (gas, water and electric) hookups. The Manufactured Home Commission rules also require each home to have at least one (1) fire extinguisher which has been approved by the National Fire Protection Association and at least one (1) smoke detector.

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

**A. CERTIFICATE OF OCCUPANCY** Prior to occupying a home, Resident shall first apply and be accepted for residency within the community and shall obtain a certificate of occupancy from the local municipality.

**B. ADDRESS NUMERALS** Customized address numerals, provided by Burkhart Ridge upon the initial placement of the home within the community, must immediately be installed upon the side of the home which faces the street.

**C. SKIRTING** Unless otherwise approved by Management in writing, the skirting of the home must be simulated, hand-cut stone material in a color which is approved by Management and which matches or attractively accents the home. Skirting must completely enclose the space beneath the home, must be properly ventilated and have a access panels of sufficient size in the utility hookup areas. Residents must skirt their home within thirty (30) of occupancy. In the event the skirting requires repair or replacement, Resident shall make all repairs or replace the skirting within thirty (30) days after the date on which Management notifies Resident of the need to repair or replace the skirting. The area under the home is to be kept clean and no combustible material, debris or any other storage is to be present.

**D. STEPS** Steps must be installed at all entry doors. Steps are to be constructed of wolmanized wood or cedar and must be fully skirted with 1" x 6" boards of the same type of wood used for the steps. The boards used to skirt steps must be fit together tightly, without gaps or spaces. Wooden lattice and/or plywood, even if wolmanized or pressure treated, may not be used for skirting. Proper handrails must be installed on all exposed sides. Steps placed at the off-side entry doors must run parallel to the home. Off-side entry door steps are to be placed on cement patio blocks. Off-side entry doors are not to be used as a primary entrance to the home. Steps, handrails and skirting must be sealed or stained as required by Management. Steps are to be maintained in a safe and attractive manner.

**E. PORCHES/DECKS** All porches and decks must be constructed of wolmanized wood or cedar and must be either stained or sealed as required by Management. All exposed sides are to be skirted with 1" x 6" boards of the same type of wood used for the deck or porch. Lattice and/or plywood, even if wolmanized or pressure treated, may not be used to skirt decks or porches. Proper handrails must be installed on all exposed sides. Awnings and additions are to be of approved materials. All are to be maintained in good condition. Prior to installing a porch, deck, awning or addition, the Resident must first obtain written approval of Management. Decks, porches and their incorporated rails, skirting and steps may not be painted.

**F. UTILITY CONNECTIONS** Utility connections of electrical, water, sewer and gas to the home are the sole responsibility of the Resident. 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. Utility connections are to be maintained in a good, safe and leak-proof condition at all times. A UL approved heat tape, extending from the riser pipe to the water line connection leading into the interior of the home, must be installed at the time the home is installed on site and be replaced when necessary to prevent the freezing of water service lines, valves and riser pipes.

**G. AIR CONDITIONERS** With prior written approval of Management, central air conditioning units may be installed on the main entry door side of the home. AC units must be placed on a pre-cast cement or fiberglass pad and must be installed in a neat and professional manner. All AC units must be screened with evergreen shrubs. Window type air conditioning units are not permitted.

**H. AXLES** Axles are not to be removed from the home. The manufactured home frame must be placed as close to the ground as possible.

**I. HITCHES** Hitches must be removed from the home upon installation and stored beneath the home.

**J. ANTENNA/SATELLITE DISH** A television antenna, which does not exceed twelve (12) feet in height above the roof line of the home, or a satellite dish, which does not exceed one (1) meter in diameter and which does not extend more than twelve (12) feet above the roof line of the home, may be installed in accordance with FCC rules and regulations. Any antenna or satellite dish installed in violation of FCC rules and regulations must be removed by Resident. A copy of the antenna/satellite installation restrictions is available in the community office for Resident's convenience. Resident's antenna or satellite dish should not be visible from the street, and if in order to obtain reasonably good reception requires placement of the antenna or satellite dish to be visible from the street, then landscaping should be installed to screen such visibility. The antenna or satellite dish must be attractively maintained. The antenna or satellite dish may not be installed on any common area or restricted access area. CB and ham radio antennas are strictly prohibited.

**K. FENCES** Fences may not be installed around or upon the home site.

**L. WINDOW TREATMENTS** 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 products or materials not specifically designed as a window treatment be used as a window covering. Between the months of October and April, clear plastic insulation is permitted to be installed on the interior of the window, provided such insulation is not visible from the exterior of the home and is installed in a neat and professional manner.

**M. 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.

### **13. UTILITIES**

**A.** The Management will make water and sewer service available to each home site.

**B.** An electric meter, gas meter, water meter and telephone line will be installed at each home site. Residents will make his/her application directly with the appropriate utility company and will pay all bills issued by each utility company.

**C.** Resident will not tamper with any utility equipment or meter. In case of disfunction, Resident is to contact the appropriate utility company directly.

**D.** All manufactured homes in this community must use natural gas or electricity for heating, cooking, and hot water tanks. No external fuel oil or bottle gas tanks are permitted.

**E.** Garden hoses may not be hung on the utility pedestal.

**F.** If Resident causes a blockage of a sanitary sewer line as a result of items being discard into the sewer, all costs of repair shall be paid by Resident.

### **14. IMPROVEMENTS & ALTERATIONS**

**A. WRITTEN PERMISSION** 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 the proposed improvement or alteration (i.e. porch, deck, carport, shed, awning, cement pad or other home additions).

**B. MISS DIG** Any digging on the home site without prior written permission of Management and without Resident first calling Miss Dig to locate and mark all underground utility lines is strictly prohibited. A sketch of the proposed improvement or alteration, including but not limited to the installation of landscaping, decks, steps, shed, walkways and carports, is to clearly and accurately indicate the location of such buried utility lines.

**C. BUILDING PERMITS** 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. Residents who make improvements or alterations without first obtaining required building permits and/or the written approval of Management may be required by Management to remove the improvements or alterations.

**D. LICENSED CONTRACTORS** All improvements and alterations are to be performed by a licensed, bonded and insured contractor unless the improvements or alterations are performed by the resident. Resident must provided Management with a copy of such license and insurance prior to the commencement of work. Any claim or notice of lien for materials or labor filed against the demised premises for work claimed to have been done or materials claimed to have been furnished to Resident shall be discharged by Resident within five (5) days at Resident's sole cost or expense.

**E. LANDSCAPING** Residents may, after supplying management with a proposed landscape plan and obtaining written approval, plant trees and shrubs for the their manufactured home site. Management reserves the right to reject certain species of trees, shrubs or other vegetation as unsuitable for planting on a home site. 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. All walkways must be a minimum of three (3) feet in width and must be constructed of materials approved by Management. Resident's failure to obtain prior written approval of Management may result in Resident being required to remove such landscaping in the event of disapproval by Management.

**F. TAX LIABILITY** In the event Resident installs a garage or other improvement which is subject to property taxation, whether for real or personal property taxes, Resident agrees to pay such tax timely as it comes due.

**G. OWNERSHIP** All improvements, alterations, anchoring equipment and utility hookups, with the exception of concrete pads and landscaping, shall remain the property of the resident and must be sold by bill of sale to any subsequent purchaser of Resident's home.

## **15. HOME AND HOME SITE MAINTENANCE**

**A. MAINTENANCE OF HOME** Resident shall maintain the home and site in a clean attractive fashion at Resident's own expense at all times. The siding and skirting of the home must be kept clean and in good condition. All windows and doors are to be in good condition. Broken windows are to be repaired immediately. No plastic is to be used for replacement. Failure to maintain the physical condition or appearance of the manufactured home or manufactured homesite is just cause for termination of tenancy.

**B. MAINTENANCE OF YARD** Lawns are to mowed, raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. Grass clippings must be swept from parking areas, streets and sidewalks. Flower beds and shrubs are to be weeded and maintained regularly. Residents shall keep cracks in sidewalks and driveways free from grass and weeds. In the event a resident fails to maintain the home site as required, a Notice of Rule Violation, requesting the Resident to perform the maintenance by a certain date, will be issued. If the violation is not corrected as requested, management has the right to enter upon the Site and perform any and all necessary maintenance as permitted by law. The charges incurred as a result of such maintenance shall be deemed to be rent and collectable as rent. The charges for such work shall be \$25.00 per hour with a one hour minimum charge for each occasion. Management reserves the right to increase the hourly charge upon thirty (30) days written notice to Resident.

**C. OUTSIDE STORAGE** Outside storage, including the storage of any item beneath the home, is strictly prohibited. Trash bags and/or garbage cans must be stored inside the shed.

**D. LAUNDRY** No towels, rugs, wearing apparel or other laundry items of of any description may be hung outside the home. No clothesline or lines of any kind are permitted.

**E. SIGNS** No signs may by placed on the home site or on or in the home without the prior written permission of management.

## **16. ON-SITE RESALE OF HOME**

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

**1. 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, utility hookups, etc.). Therefore, prior to listing a home for sale and prior to placing a For Sale sign in the window of the home, Resident is required to have Management inspect the exterior of the home and leased site to ensure that they are in compliance with the community standards. The fee for the inspection is \$30.00 which fee must be paid prior to the inspection. The inspection is valid for 90 days and, if the home is not sold within that period, a supplemental inspection is required. All repairs or corrections must be completed, weather permitting, prior to management's final authorization for an on site resale. A final resale

inspection shall take place prior to Resident's closing on the sale of the home to determine compliance with the resale inspection report and to ascertain whether additional defects have occurred since the prior inspection.

**2. NO WARRANTY OF FITNESS** The resale inspection is not for the benefit of any prospective purchaser and is not to be used a representation of the condition of the home proposed to be sold or of its fitness for sale, use or habitability. The resale inspection is merely a determination by Management that the home is eligible to remain within the community if sold to a purchaser who has been approved for residency. No expressed or implied warranty of any kind is created by the resale inspection.

**3. FOR SALE SIGN** One 18" x 12" For Sale sign, which has been approved by Management in writing, may be placed inside the front window of the home after the inspection fee has been paid and all repairs and corrections have been completed. For Sale signs must be purchased from a store. No homemade signs are permitted.

**4. APPROVAL OF BUYER** If the home is to remain on the leased site, the prospective 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, signing or declining the written lease and paying the security deposit and first month's rent, the purchaser will be deemed to be a trespasser and will 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 or continues to hold title to the home.

**5. BILL OF SALE** Any improvements, alterations or additions to the manufactured home and/or home site which are to remain on the home or home site following the onsite sale of the home, with the exception of 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.

## **17. REMOVAL OF HOME**

**A. NOTICE REQUIREMENT** 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. Forms for notifying Management of Resident's intention to remove the home are available in the community office. All rents and all applicable charges due by resident to management must be paid in full prior to the removal of the home from the leased site. Failure to provide a timely written notice will result in Resident's continuing liability for payment of rent for a thirty (30) day period commencing with the date Management actually receives written notice of Resident's intention to vacate or if the home is removed without any prior written notice, then Resident shall remain liable for rent for a thirty (30) day period commencing with the date the home is actually removed from the community.

**B. CONDITION OF PREMISES** The leased site must be left in a clean and neat condition. Any improvements or installations placed on the leased site including, but not limited to, decks, sheds, porches, tie-downs, anchoring systems, awnings, carports, etc., must be removed from the leased site. These items do not become fixtures or property of the community. Only concrete slabs, piers, trees and shrubs may remain on the site following the removal of a home.

**C. CLEAN UP/DAMAGES** 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, decks, steps, anchoring systems and tie-downs, will be charged to the Resident.

**D. LIABILITY OF RESIDENT** 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. REMOVAL BY CREDITOR** Management assumes no responsibility if a dealer, bank or other secured party removes Resident's manufactured home from the community.

## **18. STORAGE SHED**

**A. DEADLINE** A utility storage shed must be installed at Resident's expense (one shed per home site) within thirty (30) days of Resident's occupancy.

**B. SPECIFICATIONS** Resident is required to obtain written approval from Management as to permissible materials size and placement, before installing a new shed or altering an existing shed. The shed must also comply with the local, county, or state building code. The shed may not be attached to the home. Corner sites and broad face Sites may require shed to be placed in a perpendicular configuration, at Management's discretion. Sheds must be constructed of wood, measure 10' wide x 10' deep x 8' high from base to peak of roof. The shed must be covered with vinyl lap siding which matches the home and all wood trim must be covered with aluminum fascia. The shed roof must be a gable style, pitched/peaked) roof with a minimum pitch of 3:12, with the pitch to run parallel with the pitch of roof of the home. The shed roof must be shingled to match the home. Shed pads are to be four (4) inch thick concrete. It is recommended that the shed be anchored in case of high winds. If electrical service is extended to the shed, it must be buried in conduit and be installed in accordance with local building codes. Exposed cords between the home and the shed are not permitted.

**C. MAINTENANCE** Sheds are to be kept in good repair at all times. The shed is to be removed from the site upon removal of the home.

**D. STORAGE** All toys, including children's swimming pool, bicycles, tricycles, lawn care equipment, folding lawn chairs, garden tools, ladders, fire wood, etc., must be stored in a shed when not in use.

## **19. PATIO/LAWN FURNITURE**

Resident shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored in the shed when not in use. All patio/lawn furniture is to be stored from October 1 to April 1, unless otherwise approved by Management in writing.

## **20. FIREWOOD STORAGE**

Firewood is to be stored only in an approved shed.

## **21. TRASH REMOVAL**

Trash is removed from the community on designated days. Trash is to be placed in durable plastic bags which are securely tied closed. Residents are responsible for placing their trash at the proper pick up location after 6.00 p.m. on the day preceding the trash pickup day. Residents are responsible for arranging for 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 between scheduled pickups. 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 at the hourly rate provided in the home and home site maintenance rule.

## **22. HOME SITE SNOW REMOVAL**

Home site snow removal is the responsibility of the Resident. Snow and ice are to be removed from all driveways, sidewalks, parking areas, steps and patios on the home site. If Resident fails to promptly remove snow and ice, a Notice of Rule Violation may be issued.

## **23. 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. There will be no temporary exterior attachments of any nature. A UL approved heat tape, extending from the riser pipe to the water line connection leading into the interior of the home, must be installed at the time the home is installed on site and be replaced when necessary to prevent the freezing of water service lines, valves and riser pipes.

## **24. AUTOMOBILES & OTHER MOTOR VEHICLES**

**A. PARKING** Residents shall park only in the space(s) provided by Management. Parking of vehicles is not allowed on vacant sites, fire lanes, streets, lawns or patios. Residents shall not double park on any space. Residents shall not use visitor parking spaces for personal use.

**B. MUFFLERS** 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. MAINTENANCE** Routine maintenance and minor repairs, such as changing spark plugs or changing a flat tire, may be carried out at the homesite. Major repairs and maintenance such as repairing or replacing exhaust systems, oil changes, or rebuilding engines are strictly prohibited. Vehicles may not be elevated in any manner for purposes of maintenance, repairs or parking. Any vehicle dripping oil, gasoline or other fluids must immediately be repaired outside the community. The spills must be cleaned up by Resident, or Management will do so and charge the Resident additional fees for cleaning at the rate provided in the home and home site maintenance rule.

**D. LARGE VEHICLES** No vehicle with a load capacity in excess of three-quarters ton shall be kept, stored or placed within the community, except while making regular deliveries. Under no circumstances will semi-trucks or tractor trailers be allowed in the community.

**E. SPEED LIMIT** All vehicles operating within the community must abide by the posted (15 m.p.h.) Speed limit and traffic signs. Speeding is dangerous and will not be tolerated.

**F. FIRE HYDRANTS** Vehicular parking is prohibited within ten (10) feet of any hydrant.

**G. LICENSE PLATES/INOPERABLE VEHICLES** 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 is strictly prohibited. All vehicles brought into the community must have valid license plates and be operable.

**H. REMOVAL OF VEHICLES BY MANAGEMENT** 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.

**I. WASHING** Vehicles may be washed at the homesite, except during times of water restrictions. A self-closing nozzle must be used on the water hose to conserve water when washing cars.

**J. MOTORCYCLES** Motorcycles are allowed to operate only for transportation in and out of the community. Joy riding within the community is not allowed. Motorcycles are to be parked in Resident's assigned parking space or they may be stored in Resident's storage shed. Parking on the lawn, street or elsewhere on the homesite is prohibited.

**K. RECREATIONAL VEHICLES** The operation of trail bikes, minibikes, 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 homesite if such vehicle can be stored inside the shed. Transportation of recreational vehicles to and from the homesite is to be by trailer only. The storage of boats, campers, motor homes and other forms of recreational vehicles upon the homesite 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.

**L. RECREATIONAL VEHICLE STORAGE** If recreational vehicle storage is provided on the community grounds, its use will be available to Resident as space allows. In order to store a recreational vehicle in the RV storage area, the Resident must complete a RECREATIONAL VEHICLE REGISTRATION/DISCLAIMER at the office and pay all storage charges, if such charges are required. If the recreational vehicle storage area is used by Resident, Resident agrees to accept all liability and agrees to park the recreational vehicle in an orderly manner and to help keep the storage area free from litter. Recreational vehicles must be operable and have current license plates and proof of insurance must be provided to Management or the recreational vehicle will be removed and all costs of such removal will be charged to resident.

## **25. CONDUCT**

It is requested 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. Interference with the quiet enjoyment of other Residents of the community is just cause for termination of tenancy under MCLA 600.5775. Resident agrees that he will not cause or allow, nor will he allow other occupants or guests to cause or allow, any waste, misuse or neglect.

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

The tenancy will also be terminated if Resident, a member of Resident's household or guest under Resident's control engages in other illegal activity, including but not limited to prostitution, criminal street gang activity, threatening or intimidating assault, unlawful discharge of firearms, or other activity which jeopardizes the health, safety and welfare of the landlord, staff, or other residents, members of their households and guests, or which involves imminent, serious property damage. A single violation of the above provisions shall be a material and irreparable violation of the Lease and will result in the termination of the tenancy.

Resident shall not allow any games of chance to be conducted in, on or about the premises. Resident shall not do anything on or about premises or any common areas 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 Landlord. 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.

## **26. 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 and stored in a shed when not in use and at the end of the swim season. A sandbox, not to exceed 4' x 4' may be placed at the homesite. Wading pools and sandboxes may not be placed on the grass. Management may provide playground equipment for use of those residing in the community. Parents and legal guardians are to stress safety and supervise their children.

## **27. PERSONAL AND FIRE SAFETY**

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

- A.** Under no circumstances may street or vacant sites be used for purposes of play.
- B.** All Residents are advised to exercise proper care and safety to insure against accident occurring in and around the manufactured home, the homesite and surrounding community. Please note that you are responsible for the actions of your children and guests, as provided by law.
- C(a).** Please take extra care when around any body of water, pond, creek, reservoir, etc.) within the community.
- C(b).** All homes are to be kept free from fire hazards. For your own safety, do not store items 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", "15 M.P.H.", and other signs of this nature is a must.
- F.** Actions which interfere with the health, safety, or welfare of the manufactured home community, its employed, or Residents, are just cause for termination of tenancy under MCLA 600.5775.
- G.** Resident should furnish Management with the name, address, and telephone number of a person to be notified in case of an emergency.

## **28. HOMEOWNERS INSURANCE**

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

## **29. DISCLAIMER**

Unless otherwise prohibited by law, Management, its employees and agents, shall not be responsible or liable to Resident, other occupants, invitees or guests for any loss, damage or injury that may be sustained to them or to their property due to (I) the acts or omissions of other residents, occupants, invitees or guests; or (ii) the acts of trespassers; or (iii) fire regardless of origin, the bursting of pipes, the stoppage, backing up or leaking of water, gas, electricity or sewers, vermin or bugs, wind rain or other elements. Additionally, unless otherwise prohibited by law, Management shall not be liable for any loss to persons or property due to the use by Resident, other occupants, guests, or invitees, due to use of management supplies parking spaces, storage space, recreational facilities or clubhouse, it being fully understood that use of same is at the sole risk of the user. Furthermore, any loss resulting from fire, theft, wind, floods, or any act of God which is beyond the control of Management is disclaimed.

Residents agree to indemnify and hold harmless Management or owners from and on account of any damage or injury due to fire, theft, or accident to any person or property of any person due to the negligence of Resident or Residents other occupants, guests or invitees. Resident agrees to pay for all damages or injuries to Management, the property of Management, or other Residents and their occupants, guests or invitees.

Nothing contained herein shall exculpate Management from liability for Management's failure to perform or negligent performance of a duty imposed by law.

## **30. PETS**

**A. APPROVAL** Residents may have one (1) registered "domesticated," pet per household with Management's prior approval, at a charge often (\$10) dollars per month. Management must be provided a photograph of the pet and proof of vaccination. If required, a current rabies tag must be worn by the pet. At all times, failure to abide by the Rules and Regulations pertaining to pets will result in the loss of pet privileges or termination of the tenancy.

**B. BREED/TYPE OF PET** Management reserves the right to reject exotic pets such as snakes or wild animals or other animals which, in Management's sole discretion, may be dangerous to others within the community. Farm classed animals are strictly prohibited. Certain breeds of dogs, including, but not limited to pit bulls, Dobermans, Great Danes, Shar-pei, Chows, and Rotweillers will not be approved by Management and may not be brought into the community. Please check with Management before acquiring a pet to confirm that you will be permitted to bring and keep your pet into the community, Pets which are not approved by Management may not be kept within the confines of this manufactured home community.

**B. PROBATION PERIOD** Pets which are approved shall be considered on a ninety (90) days probation period. If the pet owner does not adhere to the community rules pertaining to pets, Management will require that the pet be removed,

**C. CONDUCT OF PET/LIABILITY OF RESIDENT** Residents are solely and totally responsible for the behavior of their pet, including by not limited to all injuries or damages to other persons and their property which may be caused by Resident's pet. Noisy, unruly, or dangerous pets will riot be allowed to remain in the community.

**D. PET LITTER** Residents are required to clean up their pet's defecation on the home site on a daily basis and immediately when walking within the community.

**E. LEASHES** All pets must be kept inside the home. All pets must be kept on a leash confining movement to the home site when outside the home and must be accompanied by Resident or a responsible occupant or guest. Residents must walk their pet on a leash. Fenced-in enclosures and dog houses are not allowed. No "Beware of Dog" signs are allowed.

**F. ANIMAL CONTROL** Pets running at large may be picked up by the Animal Control Department and Resident's pet privileges will be revoked.

**G. COMMON AREAS** Pets are not allowed in any areas where people congregate.

**H. INJURY TO PET** 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 negligent performance of a duty imposed by law.

### **31. RIGHT OF ENTRY**

Management shall have the right to enter onto the home site to inspect, repair, or make alterations or additions to the premises or the utilities situated on the leased site, or for the purpose of protecting the community. Management may enter upon the home site at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the Resident's quiet enjoyment. Management shall have no right to enter a manufactured home without Resident's consent.

### **32. WATER/SEWER USAGE**

Each home site will be furnished with a water meter which will remain the property of Management. The meter will be read and billed monthly. Resident will be provided the starting and ending meter reading. Water/sewer usage charges will be determined by Management and will include the water charge, sewer charge and reading/billing fees, as permitted by law. Water/sewer charges will be deemed to be rent and will be due and collectible with Resident's monthly rental payment. A late charge will be assessed if the water/sewer charges are not paid timely. If water service is disconnected by Management as permitted by law, a reconnect fee will be imposed and must be paid by Resident prior to Management reconnecting the water service. Any Resident, occupant, visitor or guest of Resident who is found tampering, disconnecting or stealing water from a homesite, community owned building or fire hydrant shall be prosecuted within the boundaries of the law.

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. Residents with home site numbers ending in an odd number (1-3-5-7-9) may water their lawns on odd number calendar days; home Sites ending with even numbers (2-4-6-8-0) may water on even numbered calendar days. Please do not leave sprinklers on for an excessive period of time, as waste increases cost. (Summer water restrictions are not to be construed as a ban upon the filling and use of children's small wading pools or watering of flowers.)

### **33. KEYS**

In the event that Management provides mailbox keys to Residents, a fifteen (\$15.00) dollar charge will be assessed for each and any lost key.

### **34. CLUBHOUSE AND RECREATIONS FACILITIES**

The clubhouse and its facilities may be made available to Residents and their guests only. Management reserves the right to require a deposit and charge a rental fee for the private use of the clubhouse and its facilities. Management may choose whether to accept a personal check or to require payment of the deposit and rental fee to be made by money order or cashier's check, or certified check. Reservations for private parties and gatherings should be made in advance and will be accepted providing there are no other reservations with deposits. A deposit, in addition to any rental fee which may be assessed, is required prior to use and it will be returned once Management has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to do so may lead to the forfeiture of the deposit. Resident is financially, legally and otherwise responsible for any and all other expenses related to repair of any damage occasioned by Resident's use of the clubhouse or recreational facility. Use of the facility is not to disturb the peace and quiet of the community. Alcoholic beverages are not permitted in the clubhouse or on any common grounds area. Smoking is not permitted in the clubhouse. The use of all recreational facilities within this Community are for Residents only. All guests must be accompanied by a Resident when using recreational facilities. It is the responsibility of the Resident to insure that their guest(s) observes all applicable Rules and Regulations.

### **35. SWIMMING POOL**

The swimming pool, if any, is for the exclusive use of Residents, occupants and their accompanied guests. Management will not allow any Resident or occupant to use the pool unless the annual Pool Registration form has been completed and filed with Management. The swimming pool rules and regulations are posted at the pool. For your personal safety, it is vital that you, your family and guests obey these rules. Failure to do so may result in suspension of pool privileges. Lifeguards are not provided by Management and Residents, occupants and their guests understand that use of the pool is at their own risk.

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

Advertising, soliciting or delivering handbills is not permitted. Management reserves the right to communicate with Residents through distribution of written materials from time to time. No commercial enterprise or business that violates any local, county, or state zoning ordinances may be conducted in the community.

### **37. BUYERS' AND RESIDENTS' HANDBOOK**

A handbook for manufactured home buyers and residents is available through the Michigan Manufactured Home and Land Resources Division of the Corporation and Securities Bureau, Michigan Department of Commerce at P.O. Box 30222, Lansing, Michigan 48909 or through the community office.

### **38. COMMUNITY OFFICES**

The community office is open daily, Monday through Friday and Saturday from 9:00 a.m. to 12:00 noon, 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 days a week emergency number. The number is posted in the Community Building and should be used only when the Community office is closed. The 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 Community office during normal business hours with community related issues such as rents, changes related to your tenancy status. Please do not go to or telephone the manager's home with community-related problems.

### **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 provision 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 a resident's eviction from the community.

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:

**BURKHART RIDGE**  
MANUFACTURED HOME COMMUNITY  
c/o REGIONAL MANAGER  
997 River Line Drive  
Howell Township, MI 48843

### **EMERGENCY AND COMMUNITY INTEREST PHONE NUMBERS**

**BURKHART RIDGE MHC OFFICE**  
(517) 540-9500  
**EMERGENCY NUMBER**  
(517) 571-0877

**POLICE FIRE & AMBULANCE**  
EMERGENCY: 911

**POLICE non-emergency**  
(517)546-2440

**HOWELL TOWNSHIP OFFICE**  
(517)546-2817

**DETROIT EDISON**  
(800)477--4747

**CONSUMERS POWER GAS**  
(800) 477-5050

**AMERITECH TELEPHONE**  
New Service - (800) 445-9494  
Repair Service - (800)221-2121

**COMCAST CABLE**  
(800) 346-2288

**U.S. POST OFFICE (Howell)**  
(517) 548-6375

**SOCIAL SECURITY OFFICE**  
(800)772-1213

**SECRETARY OF STATE**  
(517) 546-9826

**CHALLENGER ELEMENTARY SCHOOL**  
(517) 548-6375

**MCPHERSON MIDDLE SCHOOL**  
(517)548-6267

**HOWELL HIGH SCHOOL**  
(517) 548-6201

(Rev 5- '99  
Printed 9-'00)



**AMENDMENT TO MANUFACTURED HOME COMMUNITY  
GUIDELINES**

**DATE POSTED: February 2, 2000**

**EFFECTIVE DATE: March 3, 2000**

**12. MANUFACTURED HOME INSTALLATION STANDARDS**

**J. ANTENNA/SATELLITE DISH** External television antennas are prohibited; however, one satellite dish (not to exceed 20 inches in diameter) is permitted. The dish must be placed either on the utility pedestal of the home site or on the rear corner of the home. Satellite dishes may also be placed upon a Resident's shed if unable to receive reception if mounted on the home. All dish installations must be done in a manner such that the dish is not visible from the street. External pole mounts are strictly prohibited. Any antenna or dish installed in violation of FCC rules and regulations must be removed by Resident. No antenna or satellite dish may be installed on any common area or restricted area or to a structure not on the home site. CB and ham radio antennas are strictly prohibited. If in order to obtain a reasonably good reception the satellite dish must be installed such that it is visible from the street, Resident must submit a drawing showing the proposed mounting location and must receive written permission from management before installation.

**15. HOME AND HOME SITE MAINTENANCE**

**E. SIGNS** No signs may be placed on the home site or on the home without the prior written permission of management. No flagpoles may be erected on the home or home site. Flags and poles may be flown on all national holidays (such as July 4<sup>th</sup>, Veterans and Memorial Day). These poles may not exceed 6 feet in length and must be removed the following day. All flag flying is also bound by Howell Township, State of Michigan and U.S. Government Guidelines.

**27. PERSONAL AND FIRE SAFETY**

**C. BODIES OF WATER** Please take extra care when around any body of water (pond, creek, reservoir, etc.) within the community or surrounding property. No swimming is permitted in any body of water and no ice-skating is permitted on any body of water.

**H. STREET USAGE** For everyone's safety, no playing is allowed on Community streets including but not limited to football, baseball and hockey. These activities block traffic and can result in accidents and injury.



**AMENDMENT TO MANUFACTURED HOME COMMUNITY GUIDELINES**

**DATE POSTED: June 1, 2001**

**EFFECTIVE DATE: July 1, 2001**

**12. MANUFACTURED HOME INSTALLATION STANDARDS**

G. AIR CONDITIONERS With prior written approval of Management, central air conditioners may be installed on the rear entry door side or back of the home. All A/C units must be kept as far from the street as possible. A/C units must be placed on a pre-cast cement or plastic pad and must be installed in a neat and professional manner. All A/C units must be screened with evergreen shrubs. All electrical hook-ups must be installed according to the Livingston County Building Department. This includes the use of rigid conduit under the home and an electrical disconnect at the A/C unit. Window type air conditioners are not permitted.

N. HOME SPECIFICATIONS All homes placed in the community must meet or exceed the home specifications set forth by the Community at the time of its delivery. It is the responsibility of the homebuyer and dealer to insure that the home meets Community specifications. Homes delivered to the Community which are found not to meet specifications may be forced off the property and delivery may not be accepted. If the home can be brought up to Community specification on-site, the home may be allowed to stay; however, all items must be corrected within thirty (30) days of the start date of the lease. Current home specifications are available at the Community Welcome Center. Home Specifications are subject to change without notice. A signed copy of the Home Specifications (signed by both dealer and home purchaser) must be received by the Community Office prior to home delivery.

**13. UTILITIES**

G. All utility lines between the pedestal and the home must be buried in conduit unless direct bury wire is used. This includes telephone lines as well. No wires may be run horizontal on the outside of the home including but not limited to telephone, cable, satellite TV or electrical wires/conduits. Wires may not be run through windows. All cable and satellite TV wiring must follow the architectural lines of the home and must be hidden either behind the skirting, siding, or corner posts of the home.

**18. STORAGE SHED**

B. SPECIFICATIONS Resident is required to obtain written approval from Management as to permissible materials size and placement, before installing a new shed or altering an existing shed. The shed must also comply with the local, county, or state building code. The shed may not be attached to the home. Corner sites and broad face sites may require shed to be placed in a perpendicular configuration, at Management's discretion. Sheds must be constructed of wood, measure 10' wide x 10' deep and up to 8'-3" side wall height. The shed must be covered with vinyl lap siding which matches the home and all wood trim must be covered with aluminum fascia. The shed roof must be a gable style, pitched/peaked roof with a

minimum pitch of 3:12 and a maximum pitch of 5:12, with the pitch to run parallel with the pitch of roof of the home. The shed roof must be shingled to match the home. Shed pads are to be four (4) inch thick concrete. The shed must be anchored in case of high winds. If electrical service is extended to the shed, it must be buried in conduit and be installed in accordance with local building codes. All electrical services must come from the electrical pedestal and not from the home. Exposed cords between the home and the shed are not permitted. The shed must have at least 9" overhangs on the front and sides. The door must be a 2'-8" x 6'-8" 6-panel steel with a lock. Doors may open either inward or outward and must be placed on the gable end of the shed. All vinyl is to match the home exactly-NO EXCEPTIONS. This means it must be the same color, shake type and size. Shingles are to match the home exactly as well. This means that they must be from the same manufacturer regardless of color name since all manufacturers vary. All door casings must be aluminum wrapped and all doors must be painted. All studs are to be spaced on 16" centers and must be made of 2"x 4"s. All roof framing must be 2"x 6" wood joists on 16" centers. The entire shed is to be sheathed in 7/16" oriented strand board (OSB). A pressure treated sill is required. One four foot piece of ridge vent is required. Shed specifications are subject to change. Before building, be sure to ask for a copy of current specifications.

## **24. AUTOMOBILES AND OTHER MOTOR VEHICLES**

A. PARKING Residents shall park only in the space(s) provided by Management. Parking of vehicles is not allowed on vacant sites, models, fire lanes, streets, lawns or patios. Residents shall not double park on any space. Residents shall not use visitor parking spaces for personal use. Residents shall not use their parking spaces for anything other than parking which would hinder the use of the space, this includes using a parking space as a patio or play area.

## **26. PLAY EQUIPMENT**

A. STORAGE All play equipment, including all sporting equipment, are to be stored in an approved shed or garage when not in use. This includes basketball poles, hockey nets, etc..

B. INSTALLATION No play equipment or sporting equipment, including but no limited to basket poles, may be attached to the home or homesite. Portable basketball poles are allowed but must be stored in an approved shed or garage nightly AND when no in use.

## **30. PETS**

A. APPROVAL Residents may have two (2) registered "domesticated," pets per household with Management's prior approval, at a charge of ten (\$10) dollars per month. Management must be provided a photograph of each pet and proof of vaccination. If required, a current rabies tag must be worn by the pet. At all times, failure to abide by the Rules and Regulations pertaining to pets will result in the loss of pet privileges or termination of the tenancy.

I. FINES If it is found that a Resident does did not pick up after their pet either on their neighbors lawn or common area, Resident must pay a \$25.00 fine which will be deemed part of rent. If it is found that the Resident did not pick up after their pet on any subsequent occasions within a 12-month period, the fine then doubles each time thereafter and Resident may also lose their pet privileges permanently.



