

# Vacation Village Rules and Regulations

Vacation Village Mobile Home Park was established in 1967 and has always been a facility for "Seniors". To qualify as a tenant, at least one member of the family must be aged 55 or over. The Park has several unique circumstances complimenting this provision. It is located in an area of relatively high numbers of retirees, and few families with children. Its location on Bass Lake provides a variety of water related activities. In addition, a fine public golf course is across the street. Further, churches, restaurants, food stores, Laundromats, library and medical services are within walking distance. Public transportation is also available.

**Management Approval:** All prospective Residents must complete a rental application and provide an acceptable credit report. Management has the right to reject a prospective Resident for any reason not prohibited by law. If a prospective Resident provides false or misleading statements in the Rental Application, Management will not approve the residency.

**Owner of Record:** All homes located in the community must be titled by the State of Michigan and a copy of such title must be provided to Management.

**Residency:** Maximum occupancy within a manufactured home in the community shall be: Two (2) persons. Any person residing within a home for more than thirty (30) days will be considered a permanent occupant and must be registered with and approved by Management. Guests are allowed while you are there only.

**Acknowledgment of Community Rules and Regulations:** Prior to admission to this community, each Resident must sign and acknowledge that the Resident 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 Community's form of written 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 (except the rental rate which shall be separately determined from time to time by management) as well as with these Rules and Regulations. Residents agree that they, as well as all other occupants residing in their home and all their guests, will abide by the Community Rules and Regulations and all state, county, and city/township laws and ordinances. Failure to comply with the Rules and Regulations or other laws may result in the termination of tenancy as provided by law.

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

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

**Notice of Rule Violation:** Residents who violate a rule or regulation will be contacted by Management, either by a personal visit, a telephone call or the issuance of a written Notice of Rule Violation or a Notice to Quit. 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 after notice of receipt of rule violation or chronic or repeated violations of the Rules and Regulations may lead to eviction proceedings. Please note that compliance with the rules and Regulations is absolutely essential to provide you and your neighbors' pleasant and peaceful surroundings.

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

**Just Cause for Eviction:**

1. Use of the manufactured home for unlawful purposes.
2. Violation of those Community rules and regulations reasonably related to:
  1. The health, safety, and welfare of the Community management, its employees, or residents.
  2. The quiet enjoyment of other Residents.
  3. The maintenance of the physical condition or appearance of the manufactured Home in the Community to protect the value of the Community's appearance or aesthetic quality.
3. Violation of the Department of Public Health Rules.
4. Intentional physical injury by the Resident (including the Resident's guests or other occupants) to other
5. Residents (including Resident's guests or other occupants) to community property or the property of other Residents.
6. A Resident's violation of local ordinances, state laws or governmental regulations relating to manufactured homes.
7. Changes in the use or substantial use of the nature of the Community.
8. Any other reason or cause allowed by law.

**Payment of Rent/Failure to Pay Rent:** Rents are to be paid monthly. Rental payments may be mailed or paid in person. Rent is due and must be received by the first day of each month. A late/liquidated damage charge of \$10.00 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, cashier's check or certified. For safety purposes cash will not be accepted. A charge of \$25.00 will be assessed to any Resident whose personal check is not honored for any reason. Thereafter, the Resident must make rental payments by money order, cashier's check or certified check for a period of six months. At the expiration of the six-month period, if the Resident has paid all rent and other charges on a timely basis during that period, Management will once again accept the payment of rent by personal check.

In the event the Resident fails to pay rent or other charges on or before the fifth day of the month, management will issue a Notice to Quit for Non-Payment of Rent. If management thereafter institutes legal action against the Resident based on the default in the payment of rent, the payment of rent then due will only be accepted by money order, cashier's check or certified check. Additionally, residents shall reimburse management for the expenses incurred by management as provided by law.

Failure of a 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 is cause for termination of tenancy as provided by law.

**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 rules promulgated by the Department of Commerce, Manufactured Home Commission, and in accordance with the Manufacturer's and the community's written installation instructions.

**Notice to Residents:** For your safety and welfare, rules regarding the installation of manufactured homes have been promulgated 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 a fire extinguisher and a smoke detector.

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

1. Each home site shall be numbered and clearly marked for positive identification. Each number shall be easily readable from the street servicing the site.
2. Approved skirting is required and must completely enclose the space beneath the home. Skirting is to be properly ventilated and access panels of sufficient size, in the utility hook up areas, are to be in place. Materials and color are to match or attractively accent the exterior of your home. Residents shall skirt their home within thirty (30) days of its placement on the site. The area under the home is to be kept clean and no combustible material, debris or any other storage is to be present.
3. Steps leading to the entry doors are to be enclosed concrete, open side Vinyl or treated wood. Proper handrail(s) must be attached. Steps are to be maintained in a safe and attractive manner. Off-side entry doors are not to be used as a primary entrance. All steps must be placed on, or incorporated in an allowed deck.
4. All porches and decks must be constructed of treated wood and all exposed sides are to be skirted. Proper handrails must be installed on all exposed sides. Awnings and additions are to be of approved materials. All are to be maintained in good condition. Prior to installing a porch, deck, awning or addition, the Resident must first obtain written approval of Management to assure aesthetic compatibility.
5. Utility connections of electrical, water, sewer and gas in the home are the sole responsibility of the Resident. All utility hookups shall be made in compliance with the Department of Commerce, Manufactured Home Commission Rules, the manufacturer's written instructions and any applicable local codes.
6. Central air conditioner compressors must be placed on a concrete or other approved slab. Window air conditioning units must be securely braced to the home and cannot be supported by any extensions to the ground. All air conditioning units must be attractively maintained.
7. Hitches must be removed from the home upon installation and stored beneath the home. If hitches have not been removed from the homes currently located in the community, Residents must attractively maintain the hitch and the area surrounding the hitch. Upon an on-site resale of the home, Resident must remove the hitch or enclose it with appropriate skirting material.
8. Axles are not to be removed from the home. The manufactured home frame must be placed as close to the ground as possible.
9. Telephone and T.V. cable lines are to be buried underground during installation by the appropriate company. Residents are responsible for confirming that this is done.
10. Only approved exterior antennas are permitted.

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

### **Improvements & Alterations to Homes or Sites:**

1. Residents shall make no alterations to the exterior of the manufactured home or to the leased site without first obtaining the written permission of Management to assure aesthetic compatibility. Residents must provide Management with a sketch, to scale, of the appearance or location of the proposed improvement or alteration (i.e. porch, deck, carport, shed, awning, cement pad or other home additions.)
2. Residents are 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.
3. Residents are responsible for obtaining any required building permits. Residents who make improvements or alterations without first obtaining required building permits and/or the written approval of Management may be required by Management to remove the improvements or alterations.
4. All improvements and alterations are to be performed by a licensed and insured contractor.
5. All improvements, alterations, anchoring equipment, skirting and utility hookups, with the exception of concrete pads, shall remain the property of the Resident and Resident is responsible for the installation, operation and maintenance of these items and they shall be removed when the home leaves the community.
6. Residents may, after supplying management with the details and obtaining written approval, plant trees and shrubs for their manufactured home site. Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a home site. Trees and shrubs after planting may not be removed without written management approval.

### **Home and Home-Site Maintenance**

1. Residents 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 home or home site is cause for termination of tenancy.
2. All the windows and doors are to be in good condition. Broken windows are to be repaired immediately. No plastic is to be used for replacement.
3. **LANDSCAPING:** Major landscaping modifications should be discussed in advance. Any and all dirt removed must be left within the boundaries of the mobile home park. The office will advise where to leave it. **NO DIRT IS TO LEAVE THE PROPERTY.** We have a list of persons who would like additional soil added to their lot. We will not pay anyone to have our dirt moved on our property. Please call "Miss Dig" before doing any kind of digging. Fallen branches, trees and shrub prunings, as well as Christmas trees should be taken to the Village garage on Lake Street.
4. **LAWN:** It is your responsibility to keep your lawn mowed and trimmed throughout the season. Maximum height of grass is 3".
5. 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.
6. Residents are responsible for water supply protection devices. A water supply protection device, such as heat tape, UL or similarly listed, shall be installed at the time the home is installed on site and be replaced when necessary to prevent the freezing of service lines,

valves and riser pipes. If any object obstructs the flow through the sewer trap to the main sewer, it is the tenant's responsibility to provide repairs and pay for it.

**On-Site Resale of Home:** The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the home. To ensure that the purchaser(s) of your home, should you decide to sell it, will be met:

1. The exterior physical appearance and condition of the home (including the inside) and leased site must be in good condition (windows, exterior siding, sheds, lawns, etc.) Therefore, prior to the listing of the home for sale, you are required to have the Management inspect the interior and exterior of your home and the leased site to ensure that they are in compliance with the Community standards. The inspection is valid for ninety (90) 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 prior to Management's final authorization of re-sale. Authorization of resale by Management is not a warranty to any person as to the condition of any part of the home or its accessories.
2. One "18 x 12" For Sale sign may be placed inside the front window of home, but only after the inspection fee has been paid and full repairs and corrections have been completed and the Resident has received written authorization for resale.
3. If the home is to remain on the leased site, the buyer must meet with the Management, apply for and be approved for residency PRIOR to the closing on the sale of the home. If the purchaser of a home occupies the home without first having obtained Management approval for residency, the purchaser will be deemed to be a trespasser and may be evicted from the community. The Resident will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home.
4. Any improvements, alterations or additions to the home and/or home site including anchors, skirting and other accessories which are to remain on the home or home site following the on-site sale of the home, with the exception of concrete pads and landscaping must be sold and ownership transferred to the purchaser upon the sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected by a licensed installer to ensure that they have been properly installed, activated and maintained.
5. The homes must fit in aesthetically and be compatible with the surrounding homes and the Community generally, as determined by the Management.
6. The home must contain at least one smoke detector and one fire extinguisher meeting the requirements of applicable law.
7. All rents, fees and deposits, water and sewer bills to the Village of Elk Rapids required of the Resident or related to the home or site must be paid current prior to resale or transfer of a home.
8. Failure of the Resident to comply with any of the above requirements or conditions shall require the removal of the home from the site upon the termination of the Resident's tenancy in the Community.

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**Resident Responsibilities regarding Removal of Home from Community:**

1. Residents, if a month to month tenant, must provide Management with thirty (30) days prior written notice of intent to remove the home from the leased site. If the tenancy is pursuant to a written lease and Resident intends to remove the home upon expiration of the lease, Resident must, at least thirty (30) days prior to expiration of the lease, provide

Management with written notice of intent to remove the home. The removal of a home by Resident prior to 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 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 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.

2. 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. Concrete slabs, piers, trees and shrubs shall remain on the site following the removal of a home.
3. Any expenses incurred by Management in repairing or restoring the site to its original condition, such as the cost of removing items, including, but not limited to, trash, sheds, anchoring systems, and tie-downs, will be charged to the Resident.
4. Residents shall be solely responsible for any damages to Community property or that of other residents resulting from the removal of the home from the Community.
5. Management assumes no responsibility in the event that a manufactured housing retailer, bank or other secured party removes a Resident's home from the Community.

**Storage Shed:** If there is any outdoor storage of any kind, a utility storage shed must be installed at the Resident's expense (one shed per home site). Residents are required to obtain written approval, as it pertains to materials and location, from Management before installing or altering the current structure in accordance with local, county, or state building code. Shed size may not exceed 100 square feet and 8 feet in height. Placement must meet state code. Shed pads are to be a treated wood system. Shed color is to match or attractively accent the home. Sheds are to be kept in good repair at all times and securely anchored.

**Patio/Lawn Furniture:** Residents shall maintain all outdoor furniture in a safe and attractive condition. Fold down furniture is to be stored when not in use.

**TRASH:** It must be put in PLASTIC BAGS and placed INSIDE CONTAINERS PROVIDED. We can get only two pickups per week. If the container appears full, look in the backside. Otherwise, you could keep your bag at home until next pick up day. Our friendly, neighborhood coon loves to tear open bags left outside. Boxes are not to be put in the garbage containers, but may be placed alongside empty. Large items or debris from remodeling or construction projects may not go in the dumpster nor are batteries, oil or toxic materials. You are responsible for taking to the village compactor.

**SNOW:** We will plow your driveway free only if you move your car out of the way when we are plowing the street.

**Winterizing Home:** Any winterizing of home (such as plastic being used for storm windows, insulating and skirting, etc.) must be on the interior of the home. There shall be no temporary exterior attachments of any nature. A water supply protection device, such as heat tape, UL or

similarly listed, shall be installed at the time the home is installed on site and be replaced when necessary to prevent the freezing of service lines, valves and riser pipes.

**Vehicles:**

1. Residents shall park only in the space(s) provided by Management. Parking of vehicles is not allowed on vacant sites, fire lanes, lawns or patios. Residents shall not double park on any space. Residents shall not use visitor parking spaces for personal use. Overnight parking on any park roads by residents or guests is prohibited.
2. 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 and a violation of Community rules.
3. Routine maintenance or minor repairs on vehicles may be carried out at the home site, i.e., change spark plugs, replace fan belts, or repair a flat tire. Other repair or maintenance projects such as repairing or replacing an exhaust system, brake jobs, or rebuilding an engine are not permitted. Any vehicle dripping oil or gasoline must be repaired immediately. These spills must be cleaned up by the Resident, or Management will do so and charge the Resident for this service.
4. No vehicle requiring a gross vehicle weight sticker is allowed within the Community, except while making regular deliveries.
5. All vehicles operating within the Community must abide by the posted (10 mph) speed limit and traffic signs. Management reserves the right to prohibit violators from driving in the park.
6. If fire hydrants are within the Community, vehicular parking is prohibited within 10 (ten) feet of any hydrant.
7. 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.

**Boats:** Your personal boat is permitted on the shoreline on our property during the boating season. Please register your Michigan license number at the office. Boats left on the shore are YOUR responsibility, including keeping the grass trimmed around it.

**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 Residents' assigned parking space or they may be stored in Resident's shed. Parking elsewhere is prohibited unless authorized by management.

**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 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 campers, motorhomes 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 vehicle. No form of recreational vehicle may be attached to any utility connection. There is no storage of recreational vehicles available in the Park.

**Conduct:** It is requested that all Residents respect the rights of others to enjoy the quiet and peaceful use of the Community. Excessively loud talking, abusive language, shouting, radio, television, stereos, and other disturbing noises are not permitted within the Community.

Interference with the quiet enjoyment of other Residents of the Community is cause for termination of tenancy.

**Children:** Residents are responsible and shall be held accountable for the actions of children and their guests. Actions of Resident's minor children or their guests which interfere with the quiet enjoyment of other Residents may be cause for termination of tenancy.

**Personal and Fire Safety:** Management is concerned with you and your family's well being. Our rules and regulations are the means of providing a happy and safe living environment. Adherence to the following rules are very important and required of every resident and their guests.

1. All Residents are required to exercise proper care and safety to ensure against accidents occurring in and around the home, the home site and surrounding Community. Please note that Residents are responsible for the actions of their minor children and their guests.
2. Please take extra care when around Bass Lake and its shoreline within the Community.
3. All homes are to be kept free of fire hazards. For your own safety, and that of other Residents, combustible materials, gas-powered lawn mowers, etc., may not be stored under your home.
4. "STOP", "10 MPH", and other signs of this nature must be obeyed.
5. Actions which interfere with the health, safety, or welfare of the Community, its employees or residents, are cause for termination of the tenancy. The use of guns or any other forms or weapons is prohibited in the Park.
6. Resident should furnish Management with the name, address and telephone number of a person to be notified in case of an emergency.
7. "Yard Sales" are not allowed at any time within the Park.

**Severe Weather/Tornado Plan for Vacation Village:** It is the responsibility of the Resident to monitor radio and/or television for severe weather warnings. In the event of severe weather/ tornado, all residents should be prepared to evacuate to a secure site.

A severe weather warning means that you should assure all outdoor equipment (chairs, tables, rakes, brooms, etc.,) should be stored in your shed and the shed door secured, and then go inside to wait out the storm. In the event of a Tornado Watch, the same should be done plus you should prepare an emergency kit to keep with you in the event of a tornado. The kit should consist of the following items: any medication you or anyone in the family is currently using, a change of clothing, a gallon of water, book to read, candle, matches (waterproof or safety wooden type) food for everyone in your family for 24 hours, flashlight and extra batteries, portable battery operated radio and a blanket. Everything should be able to fit in a gym bag or small overnight bag and be kept ready to go with you at a moment's notice. If a Tornado Warning is issued, take shelter immediately! There is not time to pack a bag or drive anywhere. If not shelter is available, go to the lowest point around, a ditch, basement, etc. Do not get in your car or attempt to drive somewhere after a Tornado Warning is issued. The automobile is not a safe place to be! A tied down mobile home is better than a car.

A Tornado Watch is when weather conditions are favorable to the formation of tornadoes.

A Tornado Warning is when a tornado funnel is sighted - Take Shelter Immediately!

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



**Disclaimer:** Management expressly disclaims any responsibility for accident or injuries to Residents, their family members, other occupants or guests which may occur within this Community. Damage or loss of property resulting from fire, theft, wind, floods, or any other act of God or the third parties is also disclaimed.

**Pets:** Residents may have one (1) registered "domesticated" pet per household with Management's prior written approval. Failure to abide by the following rules will result in loss of the privilege and may be cause for termination of tenancy.

1. If required, a current rabies tag must be worn by the pet. Pets which are approved shall be considered on a ninety (90) day probation period, and removal is imminent if the pet owner ignores their responsibility.
2. Residents are solely and totally responsible for the behavior of their pet. Noisy, unruly, or dangerous pets will not be allowed to remain in the Community.
3. Residents are required to immediately clean up their pet's droppings on the home site or on other sites or Community property while walking their pet.
4. All pets must be kept inside the home, except when outside in the presence of the Resident and on a hand held leash. No pet is allowed to be outside unattended. Fenced-in enclosures and dog houses are not allowed. Residents must walk their pets on leashes. No "Beware of Dog" signs are allowed.
5. Pets running at large may be picked up by the Animal Control Department.
6. Pets are not allowed in any areas where people congregate.
7. 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. These animals may not be kept in the confines of this Community.
8. Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by Management's agents or employees or by Residents or their guests.

**Advertising, Soliciting and Commercial Business:** Advertising, soliciting or delivering hand bills 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 shall be conducted in the Community.

**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, unless the Resident's prior written consent has been obtained, or if such written consent is not obtained, to prevent imminent danger to the occupant(s) of the home, to other Residents of the Community or to the Community.

**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.

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

I UNDERSTAND AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS

SIGNATURE(S)

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