



# **ASPIRE**

COMMUNITIES

## **COMMUNITY LIVING GUIDEBOOK**

### **FOR CURRENT & PROSPECTIVE RESIDENTS**

## Table of Contents

<b>Table of Contents</b>	2
<b>SECTION 1: INTRODUCTION</b>	5
<b>A welcome note from all of us</b>	5
<b>Key Definitions and Terms</b>	6
<b>The Community Living Agreement</b>	7
<b>About this Guidebook</b>	7
<b>About Aspire Communities</b>	7
<b>About Our Residents</b>	7
<b>About Community Management</b>	8
<b>About Our Maintenance Staff</b>	8
<b>SECTION 2: NEW RESIDENT PRELIMINARY RESPONSIBILITIES</b>	9
<b>Registration Requirements</b>	9
<b>Other Preliminary Responsibilities</b>	9
<b>SECTION 3: THE LEAST YOU SHOULD KNOW</b>	10
<b>Community Office Information</b>	10
<b>Main Business Office Information</b>	10
<b>Services Not Provided by Management</b>	11
<b>Our Guideline Management Process</b>	11
<b>SECTION 4: AMMENITIES</b>	13
<b>Recreational Facilities</b>	13
<b>Clubhouses for Private Events</b>	13
<b>Swimming Pools &amp; Playgrounds</b>	13
<b>SECTION 5: GENERAL GUIDELINES</b>	15
<b>Home and Lot Maintenance</b>	15
<b>Landscaping</b>	17
<b>Tree Maintenance and Removal</b>	17
<b>Maintaining or Construction of Building Accessories and Improvements</b>	18
<b>Carports</b>	18
<b>Steps</b>	18

<b>Offside Entry Doors</b>	19
<b>Porches &amp; Decks</b>	19
<b>Sheds</b>	19
<b>Air Conditioners</b>	19
<b>Provided Services &amp; Related Guidelines</b>	20
<b>Trash Removal &amp; Carts.</b>	20
<b>Yard Waste Removal</b>	20
<b>Water &amp; Sewer</b>	20
<b>Electric, Gas, &amp; Telephone</b>	21
<b>Snow Plowing &amp; Street Maintenance</b>	21
<b>Traffic, Vehicles &amp; Parking</b>	21
<b>OTHER POLICIES &amp; PROCEDURES</b>	23
<b>Pets</b>	23
<b>Signs</b>	24
<b>Noise Control</b>	25
<b>Drugs &amp; Alcohol</b>	25
<b>Loitering</b>	25
<b>Advertising, Soliciting &amp; Commercial Business</b>	25
<b>SECTION 6: FINANCIAL &amp; LEGAL MATTERS</b>	26
<b>Payment of Rent</b>	26
<b>Evictions</b>	27
<b>Trespass</b>	29
<b>Important Notice: Emergency Sheltering</b>	29
<b>Equal Application For Guidelines</b>	29
<b>Addendums</b>	29
<b>Amendments</b>	29
<b>Loss &amp; Liability Insurance</b>	30
<b>Disclaimer(s)</b>	30
<b>SECTION 7: Appendices</b>	31
<b>Appendix A: The Home Purchasing Process &amp; Joining the Community</b>	31

<b>Appendix B: Qualifications of New and Pre-Owned Homes</b>	36
<b>Appendix C: Installation of a Manufactured Home</b>	37
<b>Appendix D: Resale and/or Removal of Home</b>	40
<b>Appendix E: Homeowner’s Resale Inspection</b>	42
<b>The Community Living Agreement &amp; Acknowledgement</b>	43

## SECTION 1: INTRODUCTION

### A welcome note from all of us

Welcome to our community! We are so pleased you decided to choose an Aspire Community for your new home and look forward to having you.

We will do our best to serve you with a well-maintained, attractive, peaceful and safe neighborhood. In order to ensure we are all working well together, we've outlined our community guidelines in this guidebook. These guidelines also encompass state, county and local requirements and are enforced accordingly. Please read carefully and save a copy for reference.

Our guidelines are reviewed regularly and revised as necessary to stay relevant and meet the goals set forth for our communities. If you have any questions or input on these guidelines, we invite you to contact our main office. We are happy to help.

Welcome Home,

The Team at Aspire Communities

## Key Definitions and Terms

**Tenant:** A tenant is specifically the person or persons who are the leaseholders for any homesite.

**Resident:** All adults (18 or older) registered as living in the home are to be considered "Residents" for the purpose of these Guidelines for living. All residents are considered to be bound by the Guidelines and violations by any resident will result in the enforcement policy, including possible eviction, towards all occupants of a home.

**Occupant:** All persons living in a home are considered occupants, regardless of age.

**Management:** Any personnel employed at any of the listed communities below are collectively referred to as "Management"

Aspire Communities LLC

Northern Estates North LLC

Northern Estates South LLC

Woodland Estates Mobile Home Park LLC

Lakeview Village

Harbor Springs Estates LLC

Whispering Pines Property Management LLC

## **The Community Living Agreement**

Before moving into the community, residents will be required to sign a “Community Living Agreement”. This agreement is located at the back of this guidebook. The agreement indicates that the resident has received a copy of the guidebook, has read and understands the guidelines within and agrees to fully comply with those guidelines, as well as future amendments and revisions. In addition, resident also agrees to follow all state, county, township and city laws and ordinances.

These guidelines exist to provide the best possible living experience for all residents, and we look forward to your cooperation with your neighbors, the staff and management of Aspire Communities.

A resident's failure to comply with the guidelines in the Community Living Guidebook may result in initiating an enforcement process up to and including termination of tenancy as allowed by law.

## **About this Guidebook**

This guidebook outlines the policies and procedures for our communities.

While it is intended to be as complete as possible, Management reserves the right to amend, add, delete or clarify the contents at any point with proper notice as required by law.

## **About Aspire Communities**

Aspire Communities LLC (AC) is the management entity that oversees the following privately held and independently operated communities.

Our communities and locations are:

- Northern Estates North (Belmont, MI)
- Northern Estates South (Belmont, MI)
- Woodland Estates (Rockford, MI)
- Whispering Pines (Sparta, MI)
- Lakeview Village (Boyne City, MI)
- Harbor Springs Estates (Harbor Springs, MI)

In addition, Aspire Communities oversees the operations of Big Brown Storage (formerly named Northern Self Storage), located in Belmont, MI.

## **About Our Residents**

Our communities are made up of residents who have purchased homes and live in the community for the cost of lot rent. We do not rent homes. Those living in the community have made a serious and long-term commitment to living within the community with the

expectation that there would be high, but reasonable standards for homeowners for the care and upkeep of their own homes and homesites, as well as those of their neighbors.

### **About Community Management**

Community Management (hereafter referred to as Management) is in place to ensure a well-maintained community. Among other responsibilities, the following generally defines the role of Management:

- Being accessible to residents for questions, concerns and input.
- Ensuring care and maintenance of the infrastructure, including roads and utilities (to the point of access), landscaping and common areas, playgrounds, pools, clubhouses and other amenities.
- Monitoring the community for safety, sanitation, cleanliness and care.
- Coordinating community events and activities.
- Ensuring residents follow community guidelines, observation, feedback from other residents, and conducting regular site visits and seasonal inspections.
- Collecting rent.

While Management will process and act on complaints where legally permissible, it is not the responsibility of Management to directly address:

- Disputes between neighbors for issues that are not related to community guidelines as stated in this guidebook.
- Noise complaints and other domestic issues which should be reported to local law enforcement.
- Repairs and maintenance of resident homes.
- General lawn and tree care, upkeep of the homesites themselves, and other homeowner responsibilities.

### **About Our Maintenance Staff**

Management employs maintenance, groundskeeping and janitorial staff for the upkeep and care of the community. Their primary purpose is to maintain the common areas of the community, including amenities, buildings, grounds and infrastructure such as roads, street lighting and general utilities.

Maintenance team members are not able to assist residents with home and homesite issues, including most utility issues, as detailed in this guidebook, except in the instances such as the following:

- Some warranty work when authorized by the manufacturer.
- When utility or similar issues are determined to be the responsibility of Management.

- For corrective issues when residents are out of compliance due to neglect in which case fees will result.
- Paid services that Management may make available from time to time.

All requests for maintenance should be made by contacting the Community Office.

## SECTION 2: NEW RESIDENT PRELIMINARY RESPONSIBILITIES

The following requirements detail responsibilities that must be completed by resident in the time frame immediately surrounding move-in dates, or in the event of changes to the relevant circumstance.

### Registration Requirements

If any of this information changes AFTER time of initial application, updates must be submitted to Management at the orientation, or upon moving into the community

- **Resident Registration** – All residents living in the home must be registered with the Management. All residents who move in that are presently over the age of 18 will be required to go through the community background check and approval process prior to moving into the home. Maximum occupancy is 2 persons per bedroom. (I.E. 2 occupants for a 1-bedroom home, 6 occupants for a 3-bedroom home, etc....)
- **Vehicle Registration** – All vehicles belonging to residents must be registered with Management. Generally, this will occur at orientation. However, if vehicles are replaced or added at any time, the resident has 30 days to notify Management. See “Vehicle Policy” for further details.
- **Pet Registration** –All pets living in the home must be registered with Management. Generally, this will occur at orientation. However, if any new pets are added at any time, the resident has 30 days to notify Management. See “Pet Policy” for further details.

### Other Preliminary Responsibilities

**Owner of Record** - Resident shall at all times be the owner of the manufactured home and his/her name must appear on the Certificate of Title. Home must be titled by the state of Michigan and a copy provided to Management within 60 days of occupancy.

**Mail Service** - Mailboxes are serviced by the post office. To be assigned a mailbox and receive keys, please contact your local post office directly.

**Storage Shed** - Adding a shed is encouraged, but not necessarily required. If guidelines for home and homesite maintenance can be followed without a shed, Management will not require one. If resident is unable to follow these guidelines, Management reserves the

right to require a shed to be installed within 30 days of notification. See the “Shed Policy” and the “Home and Homesite Maintenance” sections for further details.

## SECTION 3: THE LEAST YOU SHOULD KNOW

### Community Office Information

Our Community Offices are open and available to assist residents with their community related issues. Office hours vary by location and personnel, and are posted online at our website, [www.aspire-communities.com](http://www.aspire-communities.com)

Office hours are subject to change without notice.

Offices are generally closed on all holidays and weekends. Offices may be closed as needed to accommodate staff training, vacation schedules, and other events, in which case a call service may be utilized to ensure resident support is available.

### Main Business Office Information

Our Main Office for general business operations is currently located in the same building as our Community Office for Northern Estates.

Northern Estates  
1569 Beaver Creek Drive  
Belmont, MI 49306

Hours: Mon-Fri 9-5

Phone: 616.784.1636  
For General Inquiries: [info@aspire-communities.com](mailto:info@aspire-communities.com)  
For Storage Inquiries: [storage@thebigbrownstorage.com](mailto:storage@thebigbrownstorage.com)

**Rent Due Date** – Rent is due on the 1<sup>st</sup> of the month.

**Late Fees** - If rent is not paid by the 5<sup>th</sup> of the month, a late fee of \$30.00 will be applied. If not paid by the 20<sup>th</sup> of the month a second late fee of \$20.00 will be applied. See “Payment of Rent Policy” for details.

**Trash Pickup** – All of our communities have curbside pickup. Please check with Management to determine day of pick up. See “Services Provided” for details regarding trash and other waste removal.

**Maintenance Emergencies** - Management has on call personnel available for emergency situations related to the property and its facilities, 24 hours a day. The after-hours

emergency number is 616-776-9695. Examples of emergencies include hazards such as downed trees, sewer issues, etc...

For fires and immediate life-threatening situations, call 911

## Services Not Provided by Management

The following is a basic list of items that are not the responsibility of Management. The overall summary is that as a homeowner, the residents are tasked with the care of their home and yard, just as if they lived in a traditional stick-built home.

- Management is not responsible for the repairs to resident's home or accessories on the homesite.
- Management is not responsible for repair and maintenance to any utility service, beyond the point of connection to the resident home, such as the water riser.
- Management is not responsible for any homesite care and maintenance after the sale, such as yards, normal tree care/trimming, etc...
- These examples are not all-inclusive but provide a general representation. For details, see the relevant section(s) of this guidebook or contact Management.

## Our Guideline Management Process

It is our intention to partner with residents to ensure an aesthetic, well-maintained community, without the need for heavy-handed enforcement. Your cooperation in adhering to guidelines greatly simplifies this. Here's what you can expect from us:

**Regular Spot Checks** –Management will walk or drive through the communities multiple times per week to be on the lookout for any general aesthetic, safety or regulatory concerns with the maintenance and upkeep of the homes and homesites.

- If a concern is noted during a spot check, you may be notified with a "friendly reminder" and request to address the issue. This may be as simple as a knock on the door, a phone call, email or a "door hanger" type notification, that the resident is expected to address in a reasonable time frame. Certain issues may require immediate response. Upon verifying completion, generally no other action will occur.
- Repeated concerns or failure to address concerns may result in escalation of enforcement.

**Seasonal Home and Site Inspections** – Homes and homesites are thoroughly inspected every spring, using a standardized process to ensure the desired level of care and upkeep is taking place to maintain both the home and homesite.

- 60 days will generally be allowed for repairs and maintenance, provided there is no immediate safety issues or severe neglect issues.

- Extensions may be requested for financial or practical reasons – Please contact Management to request an extension.

**Special Note Regarding Outdoor Issues** – If outdoor items have not been addressed as requested, Management reserves the right to enter the homesite and perform all required maintenance. Fees will apply as a result of such maintenance and will be charged to the resident and collectible as part of the following month's rent payment.

See Home & Homesite Appearance & Maintenance for further details including fees.

## **SECTION 4: AMMENITIES**

### **Recreational Facilities**

- Community rooms, card rooms, swimming pools, patios, or any other buildings are for the exclusive use of residents and their guests unless otherwise approved by Management.
- Guests must be accompanied by resident at all times.
- Posted regulations for proper use of all facilities will be observed.
- Equipment and facilities are to be used at your own risk.
- Users will be held responsible for damage or breakage.
- Please report any irregularities in the operation of these conveniences to Management immediately.

### **Clubhouses for Private Events**

- The clubhouse and its facilities may be made available to resident and their guests only.
- Reservations for private parties and gatherings should be made in advance and will be accepted providing there are no reservations with deposits.
- In communities where the clubhouse and community office are in the same area, parties cannot be booked during business hours.
- A refundable deposit of \$200 is required prior to use and will be returned once Management has determined that the facilities were left in an orderly, clean and undamaged condition.
- Resident is financially, legally, and otherwise responsible for all other expenses related to repair of any damage.
- Use of the facility is not to disturb the peace and quiet of the community.
- The swimming pool cannot be used during an event.
- Alcoholic beverages, tobacco and marijuana are not permitted within or outside of the clubhouse or on any common grounds.

### **Swimming Pools & Playgrounds**

- No lifeguard is on duty
- Smoking will not be permitted on playground areas, or in the fenced in areas of the pool or within 25 feet of the pool entrance.
- Pools are typically open from Memorial Day weekend through Labor Day weekend.
- Pool hours are 11:00 AM – 9:00 PM, seven days a week.
- Children under 14 must be accompanied by an adult to enter the pool area.
- Incontinent persons will not be permitted to use the swimming pool for sanitary health and safety reasons.

- Residents and guests must sign in when entering the pool, unless using a keycard.
- Residents are limited to two guests at the pool.
- No food, alcoholic beverages or glass containers are permitted in the pool area.
- Admission to the pool may be denied to those obviously suffering from heavy colds, coughs, or inflamed eyes or ears. Swimmers must be free of any skin conditions, bandages or open sores.
- Pool attendants when available – reserve the right to limit the number of residents and their guests in the pool.
- No pets are permitted in the pool area.
- The pool will be closed during storms of any nature and whenever the temperature drops below 70 degrees Fahrenheit.
- The pool area is for the enjoyment of the residents. We ask that there be no loitering in the pool area. We invite all our residents to use this facility, but if residents are not swimming or sunbathing, please leave the pool area.

Violation of the pool guidelines will be sufficient cause for suspension of pool privileges for a minimum of two weeks. Continued violations will be just cause for permanent cancellation of privileges or more stringent action to be taken by Management.

## SECTION 5: GENERAL GUIDELINES

### Home and Homesite Maintenance

Ultimately, it is the residents who are responsible for the upkeep of their home and rented homesites, including driveways, sidewalks, lawns, etc... Resident must ensure the exterior of the home itself is kept clean and in good repair, and that the homesite is well cared for. The interior of the home, when visible from the outside, must represent good appearance and care. The following list details the primary responsibilities of the resident.

**All maintenance issues that Management determines are necessary to perform due to neglect by the resident and/or failure to comply with community notifications will be billed at \$50 per half hour of work. A minimum of half hour is charged for each visit. These rates are subject to change with or without notice. Mowing and trimming is completed for a minimum charge of \$100.**

- **Home Address** – Address numbers must be always visible and legible from the street. Numbers must be block style numbers at least 3” in height on the front of the home.
- **Windows and Doors** - All windows and doors are to be in good condition. Broken windows are to be repaired immediately. Plastic may not be used for replacement.
- **Window Treatments** – Where desired, any installed window blinds, curtains or other dressings, must be specifically designed for window treatment and kept in good condition. No other coverings such as sheets, towels, blankets, insulation, etc are to be used as window treatments.
- **Painting** – Homes with vertical metal siding, shutters, trim, wooden sheds, stairs and decks must be repainted (or stained in the case of wood if desired) as necessary. Paint colors must receive approval from Management.
- **Winterizing** – No temporary exterior attachments are permitted. Plastic for storm windows, insulating of skirting, etc...must be on the interior of the home
- **Homesite Changes** – Any changes in size, space, additions or attachments must first be approved by Management.
- **Clotheslines** – No clotheslines or lines of any kind are permitted. No towels, rugs, wearing apparel or other forms of laundry of any description may be hung outside the home.
- **Flags & Flagpoles** - Flags and flagpoles require specific approval by Management prior to being installed. American, state, county, public service and school flags are typically the only flags allowed. Flags of a political nature or that contain social or cause-based messaging are not permitted.

- **Outdoor Fire Pits** - Are governed by local townships, cities, and fire departments. Therefore, it is the responsibility of each resident to obtain approval for the use of this type of equipment from the local municipality. Only self-contained portable firepits or chimneys that have spark arresting lids where the firewood is contained with screen meshing will be permitted. A liability waiver and restrictions form must be signed in the community office. Firewood is to be stored at the rear of the home in a neat and attractive manner. Firewood storage is limited in size to a pile 2' wide x 8' long x 4' high.
- **Patio & Lawn Furniture** - Shall be maintained in a safe and attractive condition and will be stored in the shed during winter months. Fold-down furniture, bag chairs, etc will be stored when not in use.
- **Small Wading Pools** - 6 foot in diameter and a maximum of 12 inches deep will be permitted if located on patio or frequently moved to protect grass area. Wading pools shall never be left unattended or filled.
- **Small Sandboxes** - 4 feet by 4 feet maximum are permitted if located on a patio area to protect the grass.
- **Other Outdoor Play Equipment** - Swings, slides and playhouses are not permitted on individual homesites.
- **Canopies, Tents & Gazebos** – Permanent or semi-permanent installations may not occur without approval of Management. Short-term installations of 7 days or less for specific events may be permitted with prior approval. Camping style tents are not permitted, except for single overnight family activities and must be removed the following day.
- **Fencing** – No fencing of any kind is permitted on any homesite.
- **Yard Cleanliness** – Yards must be kept neat and free of litter, including pet droppings.
- **Outside Storage** – Only a covered garbage container and a grill in good condition may be kept outside the home. All tools, lawn mowers, toys and miscellaneous items must be stored in the home or storage shed when not in use. Storage of combustible items such as grills, propane, small engine equipment, etc... under the home is not permitted.
- **Lawn Care** - Lawns are to be mowed, trimmed, raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. If lawn care items have not been addressed as requested, Management reserves the right to enter the homesite and perform all required maintenance. Mowing and trimming work may automatically occur if not addressed within 7 days of initial notice, and fees charged to the resident and collectible as part of the following month's rent payments.
- **Sidewalks/Patios/Driveways/Parking Spaces** – Must be kept clean of dirt, debris, weeds, snow, ice, oil/fluid leak stains, etc...

- **Snow Removal** – All shoveled snow must be thrown onto the homesite, not into the street.
- **General Pest Removal** – As part of basic care of the homesite, residents are responsible for typical, basic pest control on their homesite and in their home – spraying for ants, grubs, bees, etc.

## Landscaping

- Vegetable gardens, including in-ground or raised beds and other general landscaping requires the specific approval of Management to ensure no interference with underground installation, local and state codes, or the desired aesthetics of the community.
- Landscaping beds must be kept trimmed and weeded and mulch refreshed as necessary.
- Shrubs, trees, and ornamental bushes must be trimmed as required.

## Tree Maintenance and Removal

- Normal maintenance and trimming of trees on resident's homesite is the responsibility of the resident.
- Trees are considered permanently attached to the property and therefore, become the property of Management. Trees may not be removed without approval of Management.
- If a resident has reason to believe that a tree or tree limb presents a dangerous condition within the community, resident is to request the tree limb be removed. This request is to be put in writing and dropped off or emailed to the community office. Management will evaluate the tree and determine whether the tree or limb will be removed at its sole discretion.
- Trees, either in whole or in part, will be removed from the premises that are considered dangerous, diseased beyond saving, or interfere with the desired aesthetics of the community. This decision will be at the sole discretion of Management.

## Maintaining or Construction of Building Accessories and Improvements

**Construction of any kind must be approved in advance by Management, in writing to ensure accordance with local, state and Management requirements.** Approval requires specific written plans containing a diagram depicting improvements and listing materials that are to be used. All exterior alterations or improvements must meet state and local building codes.

- Building permits are required for outside improvements and additions in most of our communities. Residents are responsible to ensure proper permits are obtained before work is commenced.
- Per state law, any contractor working on manufactured homes must be licensed by the Commerce Department and the contractor must show proof of Workers Compensation and Liability Insurance.
- Resident must contact MISS DIG (1-800-482-7171) to verify the locations of any underground utilities.
- Management has to verify location of underground water and sewer utilities.

### Carports

- Carports are to be constructed from quality wood with shingles OR fabricated from aluminum specifically designed for awning applications and installed in a safe and decorative manner.
- Support pillars must be a 4' or more from the closest edge of the internal road and 2' or more from the edge of a common sidewalk if provided.
- Roof overhang shall be set back 2' or more from the edge of an internal road.

### Steps

- Step plans must meet all state and local standards.
- Steps must be either synthetic material specifically designed for steps, or pressure treated wood.
- Proper handrails must be attached.
- Steps are to be maintained in a safe and attractive manner – painted or stained as needed. Generally, pressure treated wood must season for one year, and then should be painted or stained immediately after.
- Any hollow openings on the back side of steps may not be used for storage.
- If an opening is visible, it must be closed off with material consistent with the décor of the steps or home. Lattice or other covering must be trimmed to fully close opening consistent with yard grade and step design.

- Handicap ramps will be permitted for disabled residents. Resident must submit construction plans to Management for approval. Upon moving out, handicap ramp may require removal. Please contact Management for instruction.

### Offside Entry Doors

- Off-side entry doors are intended primarily as an emergency exit.
- As doors often face neighbor's front yard, they may not be used as a primary entrance.
- Steps are required at off-side entry doors and must be maintained as detailed elsewhere.

### Porches & Decks

- All porches and decks must be constructed of treated wood or synthetic material specifically designed for these applications.
- All exposed sides are to be skirted. Wood plank or sheeting type skirting is not permitted.
- Porches and decks are to be maintained in a safe and attractive manner – painted or stained as needed. Generally, pressure treated wood must season for one year, and then should be painted or stained immediately after.
- Proper handrails must be installed on all exposed sides.

### Sheds

- **Permits & Approval** - A building permit is not required to install a shed. However, installing a shed requires Management approval to ensure compliance with local and state codes as well as community standards.
- **Materials** – Must be manufactured, kit-form type sheds that are vinyl sided, or made of stained or painted wood. Wood may not be pressed wood or plywood. Plastic or metal sheds are specifically prohibited. Any staining or painting must be done within 2 weeks of construction or upon recommended curing time of wood. Colors should match, accent or complement your home colors.
- **Size** – Minimum of 6 x 8 and maximum of 150 square feet if in compliance with local codes. The roof height may not exceed 12 feet at the peak.
- **Setbacks** – Must be at least 10 feet from any neighboring home or accessory of a neighboring home, and preferably at least 10 feet from the home it serves. If closer than 3' to the home it serves, the interior wall closest to the home must be lined with fire rated drywall.
- **Foundation** – Concrete pads are not required – the area where the shed is to be located should be level. If resident wishes to install foundation, Management approval is required.

## **Air Conditioners**

- Central air conditioning units must be placed on a cement or other approved slab on the side or rear of the homesite.
- All air conditioning units must be attractively maintained.
- Window air conditioning units must be securely braced to the home with metal angle or chain bracing and cannot be supported by any extensions to the ground.
- Window air conditioning units that are not cased, must be removed and stored during the winter months, beginning in November.

## **Provided Services & Related Guidelines**

### **Trash Removal & Carts.**

- Trash removal is curbside and picked up from the community on designated days.
- Trash carts may be placed out the night before the designated pickup day and must be put away the day of pickup.
- Residents are responsible to arrange for the removal of large, bulky, or heavy items at their own expense.
- Trash bags are not to be left outside of the home.
- If Management must remove resident's trash of any kind, Management reserves the right to charge the resident additional fees for such removal.
- Recycling is available in some of our communities. Check with your Management for further information.

### **Yard Waste Removal**

- Yard waste dumpsters or waste pickup may be available in some communities for the removal of lawn clippings, small sticks, and leaves. Check with your Management for further information.
- Unless otherwise noted, it is the responsibility of the resident to clean up leaves and yard waste from their homesite and arrange for its disposal.

### **Water & Sewer**

- Water and sewer are furnished to each homesite. In communities where municipal water and sewer are supplied, residents are billed either monthly or quarterly for their metered usage.
- For communities on private wells, Management reserves the right to limit outdoor sprinkling from June 1<sup>st</sup> through September 30<sup>th</sup>. If limitations are necessary, a watering schedule will be provided by Management.
- Management is responsible for the proper maintenance and repair of all water and sewer lines below grade level and up to the resident's connection.

- Resident is responsible to protect the water service from freezing utilizing heat tapes and ensuring a working heat rod is installed and working in the water service. If pipes freeze and Management's water service is damaged as a result, Management will repair the service and bill the resident for the repair.
- Resident is responsible to ensure that only natural waste and minimal biodegradable bathroom tissue is introduced into the sewer system. If sewer lines are plugged from other items that are introduced by resident, Management will repair the line and bill the resident for the repair.

### **Electric, Gas, & Telephone**

- These utilities are provided to each homesite.
- Resident is responsible to pay all deposits and bills rendered by the utility companies.
- For interruption of these services, contact your utility provider.

### **Snow Plowing & Street Maintenance**

- Roadways are maintained in a passable condition at all times and kept reasonably clear of snow and ice.
- Roadways are maintained in sound condition and kept reasonably free of potholes, upheavals, buckling, depressions and rutting.

### **Traffic, Vehicles & Parking**

#### **Speed Limits**

A 15 mile per hour speed limit is enforced in all communities. This speed limit is dictated by state legislation and must be observed for the safety of our pedestrians. Violators will be issued violations and two or more traffic violations shall be considered just cause for Management to initiate legal proceedings for termination of tenancy.

#### **Vehicles**

- All vehicles in the community should be registered with the community office within 30 days of acquisition.
- Vehicles in the community must be currently licensed and self-operable.
- The exterior condition and appearance of all resident vehicles must be presentable.

- 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.
- Basic vehicle maintenance is permitted, when it can be completed expediently and limited to one day or less at a time. Examples of such repairs may include battery changes, tire repairs, simple brake work or belt changes. Dismantling of vehicle engine or other major components is not permitted within the community. Vehicle may not be left on jacks or blocks when not monitored, or for more than one day. Repairs may not create a noise disturbance in the community.
- No vehicle with a load capacity in excess of one ton shall be kept, stored or placed within the community, except while making regular deliveries.
- Vehicles that leak gas or oil shall be repaired and the resident will be responsible for the clean-up and/or replacement of damaged asphalt or cement.

### **Motorcycles**

- Motorcycles are allowed to operate only for transportation in and out of the community. Joy riding within the community is not allowed.
- Motorcycles are to be parked in resident's assigned parking space or they may be stored in resident's shed – parking elsewhere is prohibited.

### **Parking**

- No parking on the streets, sidewalks or lawns is permitted.
- Unauthorized parking in the streets, office parking lots and other community areas is not permitted. Vehicles may be towed out of the community at the owner's expense.
- Individual guest parking areas located within the community cannot be permanently or regularly used for additional resident vehicles.
- Guest parking is provided in storage areas or at community buildings. Overnight parking is restricted during the week.
- Vehicle parking is prohibited within 10 feet of any fire hydrant located in the community.

### **Recreational Vehicles**

- The operation of trail bikes, minibikes, snowmobiles, go-carts, off-road vehicles, all-terrain vehicles, utility trailers and other vehicles of this nature are not permitted in the community.

- Such vehicles may only be stored at the resident's homesite if vehicle can be stored within a shed, garage or carport. Transportation to and from homesite is to be by trailer only.
- Boats, trailers, motorhomes, unmounted truck campers, and snowmobiles may not be kept on homesite or in community parking areas.
- Recreational vehicles may be loaded and unloaded in resident's driveway, no longer than overnight.
- No persons may sleep or live in any type of recreational vehicle.

## **OTHER POLICIES & PROCEDURES**

### **Pets**

Residents are permitted up to 2 pets per household, which may include 2 dogs, 2 cats or 1 cat and 1 dog. Some restrictions by breed will exist (see below). The pet fee will be 10.00 per pet, per month. Failure to abide by the rules and regulations may result in demand for removal of pets, loss of privileges, and/or eviction.

- Residents are required to clean up their pet's droppings on their homesite and while walking their pet.
- Cats are not permitted outside.
- When outside, dogs must be kept on a hand-held leash.
- Dogs may not be tied up and left outdoors.
- Underground fencing is not permitted.
- Pets are not permitted in community buildings, offices or pool areas.
- Management may require removal of pets that cause excessive noise or disturb other residents.
- Management reserves the right to exclude dogs of certain breeds including but not limited to: Doberman, Rottweiler, Akita, Pit Bull, Chow, German Shepherd, Huskie, Malamute and Wolf (any breeding percentage).
- "Beware of Dog" signs are not permitted.
- Management reserves the right to reject any pet, including exotic pets such as

snakes, wild animals or other animals which, at Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

- Management adheres to all Fair Housing Requirements regarding Assistance Animals. Please contact Management prior to bringing any Assistance Animal into the community.
- Residents shall be responsible for ensuring that the pet does not damage property (including sod, landscaping, Management's property and property of others) and residents shall be solely responsible in the event of any such damage and agrees to pay all costs involved for restoration or replacement of damaged property. All costs incurred shall be considered additional rent. Residents agree to indemnify and hold harmless, and defend Management together with its residents, invitees, agents, contractors and employees, owners, affiliates and managers, against all liability, judgements, expenses (including reasonable attorney fees), and claims by third parties, for any injury to any person or to property caused by the pet.
- Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by residents.
- A pet registration form and a picture of the pet is to be provided. The registration form must be updated on an annual basis. Having an unregistered pet will be considered a violation of the community guidelines and a just cause for eviction.
- Pets must be neutered and current with all required shots.

## Signs

Permanent signs are strictly prohibited. Yard signs are generally not permitted, with the following, limited exceptions.

- **Political signs** – A maximum of 2 signs may be displayed on homesites 4 weeks before a general election and one week after election day, or as required by law. Bumper stickers and similar displays are not considered "signs." To be considered a political sign it must directly reference a candidate, party or proposal. Other signs, such as "Cause-based" signs that do not directly apply to the election are not considered political signs and may not be posted.
- **Home or Homesite Improvement Signs** – A professional contractor display sign, for in-process or completed work may be displayed for up to 7 days after completion of work.
- **School Spirit Signs** - (I.e. "Proud Parent of...") may be displayed during the relevant time period. Event based signs, such as a homecoming sign, must be removed within 7 days after the event.

No more than one sign may be posted at any one time, except as permitted for political signs, in which case the total number of signs in the yard may not exceed two. Signs, with the exception of for sale signs (see Resale of Manufactured Home

section) may not be displayed in home windows or in vehicles. All other signs and banners are prohibited in the community.

Any allowed sign must be of a temporary nature, professionally printed and in good condition, and neatly placed in the yard.

No sign may exceed 18" x 24".

No signs may be affixed to decks, homes or sheds.

Management reserves the right to request the removal of signs at anytime or to amend the standards for signs allowed, with or without notice.

## **Noise Control**

- The intent of Management is to always provide a peaceful environment free of disturbance and excessive noise. Use common sense and keep the volume of voices, television, music and vehicles at respectful levels, especially between the hours of 10 PM and 8 AM.
- Noise disturbance complaints should be called in to local law enforcement, particularly if after business hours. Please advise Management during regular business hours of any resident that is contributing to any patterns of noise disturbances so that the issue can be addressed.
- Fireworks and similar noise-making devices are prohibited within the community.

## **Drugs & Alcohol**

- Alcohol, tobacco and marijuana consumption or use is prohibited in all common areas.
- Use, manufacture or distribution of illegal drugs is prohibited and may result in immediate eviction
- Marijuana may not be planted or cultivated outside of resident's home, including decks and patios.

## **Loitering**

- Loitering by non-residents around the community facilities and amenities is not permitted. Loitering at or around the community and business office, except when meeting with Management, or for community events and activities is not permitted. Residents may make full use of the amenities during the hours and seasons they are available

## **Advertising, Soliciting & Commercial Business**

- Advertising and solicitation of any kind is not permitted. Please notify Management if solicitors are in the community.
- Management reserves the right to communicate with residents through the distribution of written materials as needed.
- No commercial enterprise or business that violates any local, county or state zoning ordinances may be conducted in the community

## SECTION 6: FINANCIAL & LEGAL MATTERS

### Payment of Rent

- Rent is due on the first of each month and can be made online, via ACH, or by mailing or dropping off a check or money order at the community office. Cash is not accepted.
- If rent is not paid by the 5<sup>th</sup> of the month, a late fee of \$30.00 will be applied. If not paid by the 20<sup>th</sup> of the month a second fee of \$20.00 will be applied.
- If payment is made with a personal check and the check is returned for any reason, a \$30.00 returned check fee will be assessed. If it is returned after the 5<sup>th</sup>, a late fee will also apply. A second returned check in any 12-month period will result in the requirement the payments be made by credit card, money order or cashier's check for a period of 6 months.
- If payment of rent is not received by the 25<sup>th</sup> of the month, Management will issue a Demand for Possession for Nonpayment of Rent. This notice gives Resident seven days to pay the amount due to avoid further collective action.
- Once a rental payment is 30 days past due, payment must be in the form of a cashier's check, money order, or credit card payment. Personal checks or cash will not be accepted.
- Failure of resident to make timely payment of rent or other charges, as provided in the Lease Agreement or Community Living Guidebook, on three or more occasions during any 12-month period, for which Management has served a written Notice to Quit for Nonpayment of Rent is just cause for eviction pursuant to MCLA 600.5775(2)(f).
- If Management institutes an action or summary proceedings against resident based on default in the payment of rent, then resident shall reimburse Management for the expense incurred by Management as provided by law that so long as the resident shall be tenant hereunder, the amount of such expense shall be due from the resident to Management on the first day of the month following the incurring of such respective expense.

## **Evictions**

### **Just Cause**

The following activities are grounds for eviction, whether conducted by a resident, guest of the resident or other occupant of the resident. This list is not all inclusive:

- Failure to pay rent
- Violation of the Community Guidelines related to:
  - Health, safety, and welfare of the residents, as well as the Management and Staff.
  - The peace and quiet of the neighborhood.
  - The maintenance of the physical condition or the appearance of the home or homesite.
- Allowing home to fall into a state of disrepair and/or disregard for home maintenance guidelines.
- Use of the home for unlawful purposes.
- Manufacturing, Possessing, Selling or Distributing illegal drugs in the community.
- Threatening others – neighbors, management, staff, etc.
- Receiving a conviction for a violent crime.
- Receiving a conviction for a sex offense.
- Failing to act on required care notifications from Management.
- Allowing unregistered people to live in the home.
- Intentional physical injury of another Resident, Management, or its staff.
- General nuisance to neighbors or staff, including threats, intimidation or other unreasonable behavior.
- Intentional damage to the property of the community or other residents.
- Violation of local ordinances, state laws, or other government regulations related to manufactured homes.
- Changes in use or substantial use of the nature of the community.
- Any other reason or cause allowed by law.

### **Termination of Tenancy**

- Pursuant to MCLA 600.5777, if resident receives a Notice to Quit, Termination of Tenancy, resident is entitled to request a conference with Management, or his/her representative to be held at the community office.
- Conference must be requested by certified mail within 10 days of receipt of the notice to quit.

### **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 such payments of rent and other charges without prejudice to the action to evict the resident.
- If payment is not timely made, Management may proceed under MCLA 600.5714(1)(a) without prejudice to the just cause termination.

### **Liquidated Damages**

- The prevailing party in a contested action to terminate a tenancy for just cause will be awarded liquidated damages of not more than \$500.00 for an action in district court plus \$300.00 for each appellate level.
- Liquidated damages shall not be construed to be a penalty, nor shall payment of such liquidated damages preclude Management from recovering any actual additional damages, including but not limited to the leased site or common areas, or the cost to remove the manufactured home from the community.

## Trespass

Management shall have the right of entry onto the homesite for the purpose of inspections, repair or replacement of utilities and to protect the community at all reasonable times, and in case of emergency; but not in such a manner, or at such a time as to interfere unreasonably with the resident's quiet enjoyment of said leased premises. Management shall have no right of access to a manufactured home, unless the resident's prior written consent has been obtained, or to prevent imminent danger to the occupant(s) of the home.

## Important Notice: Emergency Sheltering

Shelter facilities for severe weather conditions; tornadoes, hurricanes, etc., **ARE NOT AVAILABLE IN THIS COMMUNITY**. During severe weather, residents and all other non-residents in the community are responsible for taking their own safety precautions. Plainfield Township has a severe weather warning system (siren). There is a siren located at the corner of Post Drive and Pine Island Drive. There is also one located in downtown Rockford. Sparta Township has a severe weather warning system. The siren is located on top of the village on East Division Street. Neither township offers any designated storm shelters. All communities have 911 emergency service. The enforcement agency for the communities is the Kent County Sheriff's Department and their non-emergency number is 336-3113.

## Equal Application For Guidelines

The guidelines set out herein are designed to create and maintain a harmonious and comfortable living environment. Every effort will be made by Management to ensure that the guidelines are enforced fairly and equally and that the quiet enjoyment and comfort of all residents are not disturbed. Management insists their employees maintain a courteous and respectful attitude towards the residents. Management expects the same courtesy from their residents. Profanity, physical threats, or actual harm will not be tolerated. Unacceptable behavior on the resident's part will be considered just cause for termination of tenancy. If, on occasion, proper administration of these guidelines has not been maintained, Management invites its residents to bring these matters to our attention.

## Addendums

Some of Management's communities may vary in the type of facilities and/or rule requirements, such as laundry mats, swimming pools, clubhouses, playgrounds, water systems, vehicle ordinances, etc.; therefore, Management will attach an addendum to your copy of the Community Living Guidebook if the facility or rule differs in the community a resident resides in. The addendum shall become part of the book.

## Amendments

Management reserves the right, from time to time, to revise, amend or modify the contents of this guidebook, without notice. Residents will be notified of the rule revision 30 days prior to the revision or addition to the guidelines being effective. A copy of the revision or

addition will also be posted in the community clubhouse and on community bulletin boards. It is understood that the distribution of the revision or addition to the guidelines to each homesite and the position of such in the community office is sufficient notification.

### **Loss & Liability Insurance**

It is recommended that each resident procure a comprehensive homeowner's policy to insure their home against loss and damage. It is also recommended that resident include liability coverage for personal injuries which may occur on the homesite or within the home.

### **Disclaimer(s)**

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

**The Obligation of Good Faith** is imposed on both parties to these Guidelines in both the performance and enforcement of the conditions contained herein. We do business in accordance with the Federal Fair Housing Law. It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. Any correspondence regarding Management's execution of these guidelines may be directed to:

NORTHERN ESTATES NORTH LLC  
1569 BEAVERCREEK DRIVE  
BELMONT, MI  
49306  
(616) 784-1636

[Aspire-communities.com](http://Aspire-communities.com)

## SECTION 7: APPENDICES

### Appendix A: The Home Purchasing Process & Joining the Community

Below is a brief outline of the process to move into our communities. Further details of individual steps can be found later within this section.

There are (FOUR) ways to join any one of our communities

- Purchase NEW home, directly from community.
- Purchase PRE-OWNED home, directly from community.
- Purchase PRE-OWNED home within community, directly from a private party.
- Bring YOUR home, purchased through a retailer or other party.

#### **New Home OR Pre-owned Home Purchase directly from Community**

Interested parties have the option of scheduling a home showing prior to the application process, OR work through the application process prior to selecting a home. Once a prospective resident has made the decision to join the community, the following steps will be taken:

1. Application Process
  - a. Processing Fee
  - b. Background Check
  - c. Notice of Acceptance or Denial
2. Selection of Home by Buyer
  - a. Purchase Offer, Acceptance and Signed Purchase Agreement
  - b. Good faith deposit
3. Financing process (cash payment skip a-d)
  - a. Complete credit application
  - b. Provide supporting documents
  - c. Lender approval
  - d. Obtain insurance quote to be initiated at closing

- e. Closing scheduled to sign final documents for home and lease
  - f. Lease Agreement Signed
  - g. Security deposit and first month's rent due
4. Welcome home!
- a. Orientation with Management
  - b. Move in when ready

### **Pre-owned Home Purchase from Private Party**

Interested parties have the option of scheduling a home showing prior to the application process, OR work through the application process prior to selecting a home. Once a prospective resident has made the decision to join the community, the following steps will be taken:

1. Application Process
  - a. Processing Fee
  - c. Background Check
  - d. Notice of Acceptance or Denial
2. Transaction completed between buyer and seller
3. Welcome home!
  - a. Orientation with Management
  - b. Move in when ready

### **Moving a Pre-Owned Home into the Community**

The option is available to move a pre-owned home into our communities. Pre-owned homes will have to meet various aesthetic and condition standards for approval and the process can vary substantially from home to home. If you wish to move in a pre-owned home, please contact Management for home standards, homesite availability, necessary steps, any additional costs and timelines before proceeding.

### **If you are purchasing a NEW home from a retailer**

The option is available to purchase a home from an outside retailer and have it moved into our communities, if appropriate homesites are available. Certain conditions may apply, and the process can vary substantially depending on the homesite itself and the intended home. If you plan to purchase a home from a retailer, please contact Management to determine homesite availability, necessary steps, any additional costs and timelines before proceeding.

## **Detailed Explanation of Steps**

### **Application**

The first step in the process of moving in is to complete an application and pay the application processing fee. The Application is available online at [www.aspire-communiites.com/resources/#forms](http://www.aspire-communiites.com/resources/#forms). Payment may be made online by credit card, cashier's check, money order, in person, or through the mail. Cash payments will not be accepted.

### **Background Checks**

Upon receipt of the application and required supporting documents, a request for a credit and criminal history report will be initiated. This is typically completed within 1-3 business days. Management will review the results of the reports and determine if the application is accepted or denied based on consistently applied community standards.

### **Notice of Acceptance or Denial**

Upon determination, Management will inform the applicant of acceptance or denial.

### **Selection of Home**

Our available homes may be viewed online at [www.aspire-communities.com/homes](http://www.aspire-communities.com/homes) or by visiting the community. Please stop into our community office and speak to a member of the Management team for information, or to view a home. You may also schedule an appointment for a personal showing of any homes of interest to you. Typically, virtual tours are available on our website. Once you've settled on a preferred home, made an accepted offer and provided a good faith deposit, the home will be taken off the market while the purchase process is completed.

### **Purchase Offer & Signed Purchase Agreement**

The buyer may make a verbal or written purchase offer at any time. However, all purchase offers are contingent on acceptance into the community and acquiring financing or ability to pay in full. Once an offer has been made and accepted, a formal agreement will be drafted for buyer signature.

### **Good Faith Deposit**

Upon signing the Purchase Agreement, a minimum \$500 deposit must be paid by personal check, cashier's check or money order. Cash will not be accepted. The good faith deposit guarantees no other buyers may purchase the home, unless the buyer does not receive approval or is unable to obtain financing. However, the home will continue to be shown to other interested parties until a purchase is completed.

If buyer is accepted into the community and receives financing, the deposit is applied towards the down payment. If the buyer is not accepted into the community or is denied financing the good faith deposit will be refunded.

### **Direct Payment**

If no financing is required, direct payment may be made for the entire purchase in the form of cashier's check or money order. Cash will not be accepted

### **Financing Process**

The Management of the communities does not function as a lending institute, and therefore will not directly finance the purchase of a home. However, if desired, our Management will assist in the lending process by working with our preferred lending institutions to help you achieve financing. Buyers are welcome to secure their own financing through other means.

All lenders will require the completion of a credit application. The lender will provide a conditional approval (or denial) and request supporting documents, such as current pay stubs, photo ID, proof of down payment, etc..

The following list will generally be required by all lenders –

- Driver's license
- Current pay stub
- Social security card
- Most recent W-2
- Two months of bank statements
- Good faith deposit
- References

Lenders may require additional supporting documents before approving financing. These requirements will be communicated throughout the process.

### **Insurance Requirements**

Lenders will require a home-owners insurance policy pre-paid for one year, beginning at the date of closing. A copy of the policy binder and a paid receipt will be required by the lender at closing.

It is recommended that the buyer work on obtaining quotes for insurance early in the finance process to avoid potential delays.

### **Closing**

Upon securing financing approval, a closing will be scheduled with Management to sign all necessary paperwork and insure all conditional requirements have been met. At this time, actual transfer of possession will occur, keys will be issued, a security deposit will be collected, and the first month's homesite rent will be due. The buyer may move in at any time upon completion of both the closing and the orientation.

### **Lease Agreement**

New residents may lease on a month-to month basis or by twelve (12) month lease for the first year in the community. At the conclusion of the 12-month lease, residents' lease rates will convert to a month-to-month agreement at the then current community rates.

### **Security Deposit**

The security deposit is required at time of closing and will be equal to one and a half times the current lot rent.

### **Orientation**

Generally, orientation with Management will be scheduled immediately following the closing paperwork. The orientation is conducted to review and familiarize resident with community guidelines, review warranty information (if applicable) and discuss use of amenities, activities calendars etc...

## Appendix B: Qualifications of New and Pre-Owned Homes

**Age & Condition:** Homes being moved into the community should be in “new” or “nearly new” condition. Generally, this means no more than one (1) model year old. However, Management will review pictures of the home provided by the owner and make a determination based on the apparent conditions. Under no circumstances will a home greater than five (5) model years old be accepted.

**Size & Style:** Homes may not be less than 832 square feet as a single-wide, (example: 16 x 52), and must be vinyl sided and shingled. Measurements to not include enclosed porches.

**Safety & Quality Standards:** The home must meet HUD construction standards as evidenced by a HUD certification or seal.

**Setup** – All manufactured homes brought into the community are to be installed in accordance with the rules and standards set forth in the general guidelines developed by HUD – See Appendix C

## Appendix C: Installation of a Manufactured Home

All manufactured homes brought into our communities are to be installed in accordance with the rules and standards set forth in the general rules developed by the Department of Commerce, Mobile Home Commission, being R125.1601, et seq. and in accordance with the Manufacturers' written installation instructions and the Department of Housing and Urban Development (HUD). For resident's safety and welfare, rules regarding the installation of manufactured homes have been developed by the Michigan Department of Commerce, Mobile Home Commission. Additionally, the manufacturer of resident's home should provide written instructions specifically created for the installation of the 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 (electric, gas, water and sewer) hookups. All manufactured homes brought into this state shall be equipped with at least one fire extinguisher approved by the National Fire Protection Association and one smoke detector approved by the State Construction Code Commission. The homeowner of a home brought into this state for use as a dwelling shall have 90 days to comply with this act. In addition to the above, the community installation requirements and standards are as follows:

- Each homesite shall be numbered and clearly marked for positive identification. Each number shall be easily readable from the street.
- Approved skirting is required and must completely enclose the space beneath the home. Skirting is to be properly ventilated and access panels of sufficient size, in the utility hookup areas, are to be in place. Materials and color are to match or attractively accent the exterior of your home. Residents shall skirt their home within 30 days of its placement on site. The area under the home is to be kept clean and no combustible material, debris or any other storage is to be present.
- Steps leading to the entry doors are to be enclosed concrete, treated wood or synthetic material specifically designed for step applications. Proper handrails 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 porches and decks must be constructed of treated wood or synthetic material specifically designed for these applications. All exposed sides are to be skirted. Proper handrails must be installed on all exposed sides. Awnings and additions are to be made of approved materials. All are to be maintained in good condition. Prior to installing a porch, deck awning or addition, resident must obtain a consent of management approval form.

- Utility connections of electrical, water, sewer and gas in the home are the sole responsibility of the resident. All utility hookups shall be made in compliance with the department of Commerce, Mobile Home Commission Rule 125.1603, the manufacturer's written instructions and any applicable local codes.
- A water supply protection device such as heat tape, UL or similar, must be installed and replaced when necessary to prevent the freezing of service lines, valves, meters and riser pipes.
- On sites with clay crock water services, Resident must insulate the crock to prevent freezing.
- On sites with Thermaline riser water services, a heat rod must be installed to prevent freezing.
- Central air conditioner units must be placed on a cement or other approved slab on the side or rear of the homesite. Window air conditioning units must be securely braced to the home with metal angle or chain bracing and cannot be supported by any extensions to the ground. All air conditioning units must be attractively maintained.
- Hitches must be removed from the home upon installation and stored beneath the home. If hitches have not been removed from the homes currently located in the community, residents must attractively maintain the hitch and the area surrounding the hitch. Upon an on-site resale of the home, resident must remove the hitch or enclose it with approved skirting material.
- Telephone and television cable lines are to be buried under ground during installation by the appropriate company. Residents are responsible for confirming that this is done. The connection line to the home must be installed either under the home or under the siding.
- Satellite dish, antenna or any other device may not exceed one meter in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. Outdoor reception devices must be installed on resident's home or on the ground of resident's homesite in a location which is not visible from the street. If such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent possible. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area. Outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception devices and mast may be installed that would extend higher than 12 feet above the roofline without prior written approval of Management due to safety concerns posed by winds and the risk of falling reception devices and masts. Additionally, outdoor reception

devices shall not be installed nearer to the lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance or use of the reception device. A policy of liability insurance covering such injury or damage must be maintained by resident and proof of such insurance must be provided to Management. Upon removal of the outdoor reception device or the termination of resident's tenancy, resident must restore the homesite to its original condition. If resident violates any of the above rules, Management may bring an action before the FCC or any court of competent jurisdiction for declaratory relief and Management may recover from resident a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, residents are advised that changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices in the future.

- Residents shall be solely responsible for any damage to community property or that of other residents resulting from the installation of the manufactured home.
- Fences may not be installed around or upon the homesite.
- Residents may, after supplying the proposed plan to Management, and obtaining written approval, increase the foundation size on their homesite, provided the foundation system meets the requirements set forth by the Department of Consumer and Industry Services Manufactured Housing Commission as may be amended from time to time and HUD (the department of housing and urban development). In addition, the resident will be required to pay for this additional work.

## Appendix D: Resale and/or Removal of Home

### On-Site Resale

The right to occupy a home on the leased homesite is not unconditionally transferable with the sale or transfer of title to the manufactured home. To ensure that the purchaser of your home will be permitted to keep and occupy the home on the homesite, the following criteria must be meant.

- The exterior physical condition of the manufactured home and homesite must be in good condition (windows, exterior siding, roof, steps, porches, decks, lawns, etc.)
- Prior to offering the home for sale, resident is required to have Management inspect the exterior of the home and homesite to ensure they are in compliance with community standards. See Appendix E: "Resale Inspection"
- The inspection fee of \$30.00 must be paid prior to the inspection. The inspection fee is valid for year. However, if the home is not sold within 60 days, an additional inspection will be required at no cost to the resident.
- All repairs requested on the resale inspection must be completed prior to the sale of the home.
- Two 18" x 24" For Sale signs may be placed in the windows of the home.
- The buyer must apply for lease and be approved by Management PRIOR to closing on the sale of the home.
- If buyer occupies the home before obtaining community approval for residency, the buyer will be deemed 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.
- Any improvements, alterations or additions to the home and/or homesite which are to remain on the home or homesite following the onsite sale of the home must be sold and ownership transferred to the buyer.
- It shall be the responsibility of the buyer to have any anchoring systems inspected by a licensed installer to ensure that they have been properly installed, activated and maintained.

### Removal of Home

- Resident, if on a month-to-month lease, must provide Management with 30 days written notice of intent to remove the home from the homesite.
- If the tenancy is pursuant to a written lease and resident intends to remove the home on expiration of the lease, resident must, at least 30 days prior to the expiration of the lease, provide Management with a written notice of intent to remove the home.

- The removal of a home by resident prior to the expiration of the lease term may result in the resident's continued liability for rent until the expiration of the lease term or until Management is able to lease the homesite, whichever occurs first.
- All rents and all applicable charges due by Resident to Management must be paid in full prior to the removal of the home from the leased site.
- Failure to provide a timely written notice will result in Resident's continuing liability for payment of rent for a 30-day period commencing with the date Management 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 30-day period commencing with the date the home is removed from the community.
- The homesite 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 homesite. These items do not become fixtures or property of the community.
- Only concrete slabs, piers, trees, and shrubs may remain on the homesite following the removal of the home.
- Any expenses incurred by Management in restoring the site to its original condition, such as the cost of removing items, including but not limited to trash, sheds, anchoring systems and tie-downs will be charged to the resident.
- Resident 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.
- Management assumes no responsibility if a dealer, bank or other secured party removes resident's home from the community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

## Appendix E: Homeowner's Resale Inspection

Any resident wishing to sell their home must notify Management and schedule a resale inspection. Any buyer wishing to move in must receive community approval and attend an orientation as addressed elsewhere in this guidebook.

Management does not warrant that the home inspected is in conformity with applicable building codes, that the home is free from defects or that the mechanical, plumbing or electrical systems, including appliances connected, are in working order. The Resale Inspection does not create any warranty of merchantability and there are no other warranties created herein. Resident/Seller acknowledges that the Resale Inspection conducted at

Resident/Seller's request is for determination of whether the manufactured home is eligible to remain in the manufactured home community in accordance with applicable Community Guidelines, if sold. Resident/Seller agrees that such inspection is not for the benefit of any prospective purchaser and that Resident/Seller shall not hold such resale inspection report out to a prospective purchaser as a representation of the condition of the home proposed to be sold or its fitness for sale.

Smoke detector(s) and a fire extinguisher (minimum rating 2A-10-BC) must be present in accordance with ACT 133 of the Public Acts of 1974, being 125.771 et seq. of the Michigan Compiled Laws.

All items listed below will be inspected. Should any item not be in compliance as far as the aesthetics or condition of same, it will be noted on the homeowner's Resale Inspection report for replacement, repair or removal.

Condition of Exterior: home; adjacent structures; visible address; doors; window; siding; skirting; is painting needed; rusty screw heads in siding; is power washing needed; steps; handrails; porches; decks; railings; awnings; carports; shed type, size ten (10) foot clearance, is painting needed, doors; air conditioner bracing, lawn; parking area cleanliness; sidewalk and patio; site light (if present); general cleanliness of site; plantings; antennas.

Resident must have a signed 60 day Resale Authorization from Management and buyer must be approved prior to finalizing sale of home.

Resale Inspection charge of \$30.00 is valid for one 1 year. If the home is not sold within 60 days after receiving the Resale Authorization, Management must re-inspect home for any discrepancies when the resident has a new buyer.

# The Community Living Agreement & Acknowledgement

I/We hereby acknowledge receipt of the Community Living Guidebook and agree:

- To indemnify and hold harmless Management or community owner(s) of all liability claims which are not attributable to Management's neglect for damage, fire, theft, injury, accidents, or death of or to any resident living in their home or using community grounds, streets, sidewalks, parking areas, equipment, clubhouse, or other community-owned facilities. Injuries or accidents which occur on Management's common grounds or their facilities shall be immediately reported to Management and followed up, in writing, within 7-days of occurrence.
- To the terms and conditions set forth in the Community Living Guidebook, or as may be amended by Management from time to time.
- It is further understood and agreed that any infractions on residents' part of the guidelines or any interference with the rights of Management or other residents for which residents' have received written reminder or violation notices from Management, shall be construed as failure on residents' part to perform the responsibilities of tenancy and shall be considered just cause for Management to initiate legal proceedings for eviction. Resident understands tenancy may be terminated by a 30-day notice, or less if a health hazard, is provided by law. All statutory provisions to the contrary are hereby waived.

BY \_\_\_\_\_  
COMMUNITY REPRESENTATIVE

BY \_\_\_\_\_  
RESIDENT

BY \_\_\_\_\_  
RESIDENT

DATE \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

I/We acknowledge that I/We have been offered an opportunity to enter a twelve (12) month lease and hereby decline to do so.

BY \_\_\_\_\_  
RESIDENT (S)