



# **ASPIRE**

COMMUNITIES

**COMMUNITY LIVING GUIDEBOOK**  
**CONTAINING GENERAL INFORMATION, AND THE**  
**RULES & REGULATIONS**  
**FOR CURRENT & PROSPECTIVE RESIDENTS**

## Table of Contents

<b>Table of Contents</b> .....	<b>2</b>
<b>SECTION 1: INTRODUCTION</b> .....	<b>5</b>
WELCOME HOME! .....	5
Key Definitions and Terms .....	6
About the Community Living Guidelines & Agreement.....	7
About Aspire Communities .....	7
About Our Residents.....	7
About Management .....	7
<b>SECTION 2: Getting Started</b> .....	<b>9</b>
Registration Requirements .....	9
Other Initial Responsibilities .....	9
<b>SECTION 3: THE LEAST YOU SHOULD KNOW</b> .....	<b>10</b>
Compliance with Rules, Regulations & Lease Agreement.....	10
Management Contact Information & Business Hours .....	11
Service Requests and Complaints.....	12
Management Communication .....	13
Homeowner’s Responsibility for Home & Homesite Conditions.....	13
Management’s Enforcement of Home & Homesite Conditions .....	13
<b>SECTION 4: Use of Amenities</b> .....	<b>15</b>
Recreational Facilities.....	15
Clubhouses for Private Events.....	15
Swimming Pools.....	16
Fitness Rooms & Equipment .....	17
<b>SECTION 5: General Guidelines</b> .....	<b>18</b>
Home and Homesite Conditions & Maintenance.....	18
Maintenance of Sewage System.....	21
Tree Maintenance and Removal.....	22
Maintaining or Construction of Building Accessories and Improvements.....	23
Carports.....	23
Steps.....	23
Skirting.....	24

Offside Entry Doors.....	24
Porches & Decks.....	24
Sheds.....	24
Air Conditioners.....	25
Service Lines.....	25
<b>Other Community Services &amp; Related Rules.....</b>	<b>25</b>
Trash Removal & Carts.....	25
Yard Waste Removal.....	25
Water & Sewer.....	26
Electric, Gas, & Telephone.....	26
Snow Plowing & Street Maintenance.....	26
<b>Traffic, Vehicles &amp; Parking.....</b>	<b>27</b>
<b>OTHER POLICIES &amp; PROCEDURES.....</b>	<b>28</b>
Pets.....	28
Signs.....	29
Noise Control.....	30
Drugs & Alcohol.....	30
Loitering.....	30
Advertising, Soliciting & Commercial Business.....	30
<b>SECTION 6: FINANCIAL &amp; LEGAL MATTERS.....</b>	<b>31</b>
Payment of Rent.....	31
Electronic Notice.....	32
Evictions.....	32
Right of Entry.....	33
Important Notice: Emergency Sheltering.....	34
Equal Application of Guidelines.....	34
Addendums.....	35
Amendments.....	35
Loss & Liability Insurance.....	35
Disclaimer(s).....	35
The Obligation of Good Faith.....	36
<b>SECTION 7: APPENDICES.....</b>	<b>37</b>
Appendix A: Qualifications of New and Pre-Owned Homes.....	37

Appendix B: Installation of a Manufactured Home ..... 38  
Appendix C: Resale and/or Removal of Home ..... 41  
Appendix D: Homeowner’s Resale Inspection ..... 43  
Appendix E: Various Fees, Deposits & Charges ..... 44  
The Community Living Agreement & Acknowledgement ..... 45

## **SECTION 1: INTRODUCTION**

### **WELCOME HOME!**

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. Within these guidelines we provide our company's rules and expectations for community living. These Guidelines also encompass state, county and local requirements and are enforced accordingly. Please read carefully and save a copy for reference.

Guidelines are reviewed 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 Management Team at Aspire Communities

## Key Definitions and Terms

**Homeowner:** The person(s) who have a tenancy (i.e a Tenant) in the community under a lot rent agreement. A homeowner is assumed to be the Tenant, and is also considered a Resident and an Occupant, and such terms may be interchanged where appropriate. All rules applying to homeowners also apply to Residents, occupants and their guests where appropriate and legally applicable.

**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 Owner or personnel employed by Aspire Communities or one of its individual communities, or any authorized agent acting on their behalf in connection with matters related to the community

**Common Areas:** Those areas of the Community which are generally open for use by Homeowners, Residents, Occupants and their accompanied guests.

**Lot or Homesite:** The real property portion of the Community designated or used for the occupancy of one manufactured home, that is rented to Homeowner by Management, and the area one foot below and 16 feet above grade. The lot size is determined by the apparent physical boundaries of the lot as they exist at the time of execution of the rental agreement. However, if the area necessary to comply with setback requirements of state and local agencies comprises a smaller area than stated above, then this smaller area shall comprise the "Lot" or "Homesite."

**Approval:** Means that Management's written approval must be obtained by Homeowner before beginning any such action requiring Management's approval. If Management's approval is required, Homeowner shall submit a written request to Management, which describes the action Homeowner proposes to take and for which Homeowner seeks approval. Without limiting the foregoing, Homeowner agrees that if Homeowner does commence any construction, alterations, and/or improvements without Management's approval, Homeowner will remove such unapproved items immediately upon notice by Management.

**Guidelines:** The Rules and Regulations compiled in this Community Guidelines document. The term "Guidelines", "Community Guidelines", and "Rules and Regulations" may be used interchangeably and are one and the same.

## **About the Community Living Guidelines & Agreement**

Before moving into the community, Homeowners will be required to sign the “Community Living Agreement,” located within this document. The agreement indicates that the Tenant has received, read and understands the Guidelines, and agrees to fully comply with those Guidelines, as well as any future amendments and revisions. In addition, Homeowner 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 Homeowners and their Residents. We look forward to your cooperation with your neighbors and Management. While these Guidelines are 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.

Any Resident’s failure to comply with the Guidelines in the Community Living Guidebook will result in initiating an enforcement process up to and including termination of tenancy as allowed by law.

## **About Aspire Communities**

Aspire Communities LLC (AC) is the Management entity that oversees the privately held and independently operated communities within its portfolio.

## **About Our Residents**

Our community is made up of on-site Homeowners & Residents that rent lots within our community. We do not rent out 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 Management**

Management is in place to ensure a well-maintained community. The following generally limits and defines the role of Management:

- Managing the ongoing care of the community’s infrastructure, including roads and utilities (to the point of hookup), common areas, and any recreational facilities or other amenities.
- Answering lease related questions, responding to valid service requests, and reviewing/approving homesite modification proposals.
- Monitoring the community and the enforcing rules and regulations within the Community Guidelines
- Collecting rent

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

- Disputes between neighbors for issues that are not related to violations of Community Guidelines
- Noise complaints and other domestic issues which should be reported to local law enforcement.
- Repairs and maintenance of homes or general upkeep of the homesite, such as lawn care, tree trimming, and other care requirements items, typical to normal homeownership, and as detailed elsewhere in this guidebook.



## SECTION 2: Getting Started

The following information lists steps that must be completed by the Homeowner 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 Initial 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.
- **Setup Mail Service** - Mailboxes are serviced by the post office. Plan to contact your local post office directly to be assigned a mailbox and receive keys. In some cases, brand new homes on newly developed sites may have keys available at time of purchase. Contact your Community Manager if you have any questions.
- **Storage Shed** – Adding a shed is required if Residents require outdoor storage and must be installed within 30 days of the move-in. See the “Shed Policy” and the “Home and Homesite Maintenance” sections for further details.

## SECTION 3: THE LEAST YOU SHOULD KNOW

This section of the Guidelines provides an overview of the most relevant rules and regulations every new Homeowner must understand from Day One. Expanded explanations and additional standards are provided further in these Guidelines.

### Compliance with Rules, Regulations & Lease Agreement

Full compliance with any and all terms contained within the lease agreement and these accompanying Rules & Regulations is required to maintain residency within the Community. Management will reasonably enforce violations of such terms up to and including eviction.

#### Compliance with Lease Agreement:

- Homeowner will, at all times, have a current written lease agreement with the Community and will not violate any term, condition or provision of the lease agreement.

#### Compliance with These Guidelines (Rules & Regulations) :

- Homeowner will ensure that the Homeowner, their Residents, and guests will comply with these Rules and Regulations. The basic rule applicable to everyone is that all will:
  - (1) behave reasonably and be respectful of the legitimate rights of others
  - (2) do nothing to unreasonably affect others
  - (3) not create a disturbing or loud condition that unreasonably disrupts the peace of others
  - (4) do nothing which unreasonably endangers anyone or other person's property
  - (5) not trespass, enter, invade, or touch the property of another without express or implied permission

If one of your neighbors, another Resident or their guest is disturbing you, it is agreed that you will affirmatively contact the person and make a reasonable effort to resolve and remedy the disturbance. Management will have no responsibility, duty, or obligation to intercede in a "neighbor vs. neighbor" dispute, except as required by law. If the disturbance is of a criminal nature, then you should immediately contact the appropriate authorities or law enforcement agency and then contact Management to fill out a written complaint form.

## Management Contact Information & Business Hours

- Contact information and business hours (where applicable) may be found online at [www.aspire-communities.com](http://www.aspire-communities.com) and are posted at the Clubhouse or Mail area.
- Residents may contact management through email, phone, the online portal or by making an appointment for an in-person meeting if necessary.
- Online contact, emails and phone calls are generally returned within 2 business days.
- **For life threatening emergencies, call 911**
- For property endangering emergencies call 616-776-9695
- Business hours may vary by location and are subject to change without notice.
- Due to nature of the work, managers do not typically maintain open office/walk-in hours
- Residents shall not contact Management at their private residence at any time for any Community matter.
- Residents shall not attempt to “track down” the manager in person when they are performing their duties in and around the community,

**Rent:** Rent is due on the 1<sup>st</sup> of the month and must be paid online through the Resident portal. Resident is responsible for any 3<sup>rd</sup> party fees for utilizing various payment options. Personal checks and cash will not be accepted. If rent is not paid by the 5<sup>th</sup> of the month, a late fee of \$50.00 will be applied. Payments made will be applied first to outstanding balances and charges, followed by current rent balances. See “Payment of Rent Policy” for details.

**Trash 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 responding to and managing emergency situations related to the company property and its facilities, 24 hours a day. Maintenance issues within the home or up to the utility access points are the responsibility of the Homeowner.

- The emergency number is 616-776-9695.
- For fires and immediate life-threatening situations, call 911.
- For loss of electric or gas utilities, call the utility provider.

## Your Community Manager

A Community Manager (CM) is assigned to your community and is the point of contact for addressing and working through any, and all, Resident issues. The Community Manager is responsible for overseeing all issues within the community, managing Resident relationships and will execute Management requirements with the lease & Community Guidelines within all legal requirements.

## **The Community Manager:**

- May or may not have an on-site office but will monitor online contact forms, email and phones and respond during their business hours/work schedule and generally within 2 business days.
- Performs duties in, out and throughout the community, may oversee multiple properties and does not generally maintain open office or “walk-in” hours. In-person meetings, if necessary, will require a scheduled appointment.
- Has policies and standards he or she must follow, and may not make exceptions, unless an item is specifically stated within the Guidelines as being within their discretion.

## **Service Requests and Complaints**

All Resident complaints must be submitted to Management in writing, using the Complaint Form. Forms will be emailed to the Resident upon request. Complaints regarding the facilities and Management must include details such as the nature of the problem, the date/time/place it occurred or was observed.

**Neighbor to Neighbor Issues:** It is the responsibility of the Residents of the Community to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature. When appropriate, Resident should notify City or County authorities. Any complaints about neighbors made to Management must be in writing. Documentation of Resident complaints regarding the conduct or activities of other Residents must include details such as the nature of the complaint or activity, the date/time/place it occurred or was observed and the names, if known, of the person involved. These complaints will be retained in the Community records. Should the situation escalate into a Community-related, rather than a neighbor-related issue, Resident agrees that any submitted complaint may, if necessary, be used in court and the complaining party may also be required to appear in court to testify.

## **Maintenance Issues/Service Requests:**

Maintenance issues for which Management is responsible is typically limited to:

- Certain Home Warranty Issues (1<sup>st</sup> year of a new home only)
- Water/Sewer Issues to the point of connection
- Other Property Infrastructure (streets, signs, streetlights, amenities, etc.)
- Common Areas

If a maintenance issue exists that is believed to be the responsibility of Management, Resident may request service by creating a service request through the online Resident Portal. Non-emergency requests are typically responded to within 2 business days. The Community Manager has the authority and discretion to resolve all service requests within the company’s area of responsibility and in accordance with lease agreements, Community Guidelines, legal requirements and company standards. Non-emergency requests will be

dealt with as quickly as possible, but is subject to the timing and availability of any outside contractors or other parties involved.

## **Management Communication**

Email is the official form of communication from Management to Residents for any and all notice requirements, and Residents must have a valid email address and monitor it to ensure they receive necessary communication. Email will be used to provide relevant community information, to notify Residents of various repairs, maintenance and construction within the community, policy changes, etc.

Please contact your Community Manager if you need to register a new email address.

If necessary, Management will use any, and all reasonable communication methods, including phone, text or in-person visits to notify Residents of critical issues, simple requests, or to enforce Rules & Regulations.

## **Homeowner's Responsibility for Home & Homesite Conditions**

Homeowners are fully responsible for the maintenance, care, and cleanliness of their home. They are also fully responsible for all typical care of the leased homesite, including (but not limited to) its lawn, landscape, tree care and general cleanliness. Management responsibility is limited to the repair and replacement of company owned infrastructure. Specific rules and requirements can be found in the Home & Homesite Maintenance section.

Lots are rented "as is" and Homeowner understands that Management is not responsible to make any changes to the homesite (i.e., lawn, grade, trees, driveways, positioning of home or accessory buildings, etc.) accept where required by law.

## **Management's Enforcement of Home & Homesite Conditions**

It is our intention to partner with Residents to ensure an aesthetic, well-maintained community. Your cooperation in adhering to Guidelines, and proactively caring for your home and homesite greatly simplifies this. Management will take any and all necessary and lawful actions to ensure compliance with the requirements of our Community Guidelines, in order to provide the best community possible and maintain the value of our Resident's homes.

## **Management Assessments**

Management will periodically tour the community and make observations of any issues with the maintenance and upkeep of the homes and homesites.

- If an issue is found, you will be notified to correct the issue. Residents are required to address the issue as soon as possible, in a reasonable time frame. Generally, no more than 7 days will be allowed to correct typical rules violations, including basic repairs such as a broken window. Safety threats must be corrected immediately.
- Up to 60 days will be allowed for significant repairs and maintenance, provided there is no immediate safety issues or severe neglect issues.

- Extensions may be requested for financial or practical reasons – Contact Management as soon as possible to detail your plan and request an extension. The granting of an extension is at the sole discretion of the Community Manager and will require an approved written plan and deadline. The plan must be approved in writing by the Community Manager. The plan must contain satisfactory detail and a firm commitment to complete any and all requirements within the dates agreed upon.
- The homesite is considered in a state of Non-Compliance when any and all repair and maintenance issues are not corrected to community standards within the deadlines given by management.
- Repeated violations or failure to address concerns will result in escalation of enforcement, up to and including eviction.

### **Non-Compliance Fees & Penalties**

In the event that corrections are not made after notice and deadlines, certain actions may be taken on the part of Management, prior to, or in addition to eviction proceedings.

- Management reserves the right to apply certain fees in the event of a home or homesite out of compliance, on up to a monthly basis, until all requirements are completed, or Management opts to terminate tenancy. These fees are intended to cover the additional administrative time and costs incurred by management to communicate, enforce, and continually re-inspect non-compliant homes. Non-compliance fees shall be in the amount of \$100/month. Any payments made to Management shall first be applied to any outstanding compliance fee balances, before being applied to rent.
- Management reserves the right to perform corrective action on the homesite at the Resident's expense, where lawfully permitted, such as yard care and addressing landscape issues, after notice has been given and deadlines to correct have passed.
- See the appropriate section(s) of the Guidelines and the Appendices for further details regarding fees.
- Management reserves the right to restrict access to, or participation in, any and all incentive programs, discounts, activities and amenities such as clubhouse, pools, etc. until compliance with standards is achieved.

## **SECTION 4: Use of Amenities**

### **Recreational Facilities**

The following rules apply to all recreational facilities, equipment (basketball poles, playground equipment, etc.) and common areas. Additional rules related to specific amenities follow in the appropriate section.

- Community rooms, swimming pools, patios, or any other buildings and amenities are for the exclusive use of Residents and their accompanied guests unless otherwise approved by Management. Guests must be accompanied by a Resident at all times.
- Posted regulations for proper use of all facilities must be observed.
- Equipment and facilities are to be used at your own risk. Entrances and walkways to Recreational Facilities may not be clear of snow and ice in the winter, especially outside any business hours. Residents with weather related safety concerns should not attempt to enter and use the facilities.
- Alcoholic beverages, use of tobacco or marijuana, and vaping are not permitted in or near (within 25 feet) of any recreational facilities, common areas, including parking lots, or other amenities.
- Please report any irregularities in the operation of amenities to Management immediately.
- Violation of the any rules concerning recreational facilities, common areas and amenities will be sufficient cause for suspension of access privileges. Continued or substantial violations will be just cause for permanent cancellation of recreational facilities privileges or eviction.
- Keys & Key fobs issued to Residents to access amenities must be kept in Residents possession at all times until required or requested to surrender them to Management. In no vent may Keys and Key Fobs be lent or transferred to another person. In the event of a lost or misplaced key, users must notify Management.
- Any damage done to the Recreational Facilities or related company property will be the responsibility of the Resident.
- Management is not responsible for articles lost, damaged or stolen in or around the Recreational Facilities.

### **Clubhouses for Private Events**

- Reservations may be booked on your community page on the company website. Management will confirm reservation and coordinate with Resident for gathering of deposits and providing keys or electronic access.
- Residents may have no more than two active weekend day reservations at a time.
- Reservations are "first come, first serve" and will generally be accepted providing there are no prior reservations with deposits.

- In communities where the clubhouse and community office are in the same area, Management reserves the right to restrict use of Clubhouse during business hours.
- A use fee may be required for private use of the Clubhouse – Management reserves the right to adjust the fee requirements.
- 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. Management may withhold a portion of the fee to accommodate any housekeeping or repair costs caused by the Resident.
- Use of the facility is not to disturb the peace and quiet of the community.
- Swimming pools cannot be used by Residents or their guests in conjunction with an event unless approved by Management.

## Swimming Pools

- No lifeguard is on duty.
- Pools are generally open from Memorial Day weekend through Labor Day weekend.
- Pool hours are posted at the pool entrances.
- Management reserves the right to close the pool or change the schedule with or without notice for equipment issues, water conditions, or other operational reasons.
- Children under 14 must be accompanied by an adult to enter the pool area.
- Incontinent persons, (e.g., children in diapers), will not be permitted to use the swimming pool for sanitary health and safety reasons.
- Residents and guests may be required to sign in where required by a regulatory agency when entering the pool, unless using an electronic access device, such as a key fob.
- 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.
- No more than 5 guests may join a Resident at the pool. Management reserves the right to further limit the number of Residents and their guests in the pool based on capacity and typical use.
- 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.



## **Fitness Rooms & Equipment**

- Residents desiring access to fitness room must contact the Community Manager to receive and acknowledge a waiver and be issued an electronic access device before they may use the fitness room.
- No attendant is on duty.
- Use equipment and facility at your own risk. Management assumes no risk for any injury that may occur.
- Follow all equipment directions carefully.
- Only use equipment that you are in proper health condition to use safely.
- All residents and their guests under the age of 14 must be accompanied by an adult resident – Children under age 5 are not permitted in the fitness room.
- Fitness room hours are posted at the facility. Residents must abide by posted hours and leave promptly at posted time of closing.
- Management reserves the right to close the fitness room or change the schedule with or without notice to address equipment or safety issues or other operational reasons at its sole discretion.
- No food, alcoholic beverages or glass containers are permitted in the fitness area.
- Personal audio equipment may not be used without headphones.
- Appropriate attire, including shirts and shoes, must be worn at all times.
- Residents are responsible for sanitizing equipment handles, seats and benches after use.
- Reckless behavior, including general horseplay that poses a threat to personal safety or company property will result in immediate loss of access to the fitness room, in addition any other penalties, including eviction, that may be applied by Management.

## SECTION 5: General Guidelines

### Home and Homesite Conditions & Maintenance

Homeowner shall maintain the home and homesite in a clean, attractive fashion at Homeowner's own expense at all times. Failure to maintain the physical condition or appearance of the home or homesite or improvements is just cause for eviction. Below is a list of specific requirements related to the Homeowner's maintenance requirements of the home and homesite.

Except where provided in manufacturer's warranty, Management shall have no obligation to make any home repairs or homesite modifications of any kind after the purchase of the home, regardless of condition, except at its own discretion and/or where required by law. Homesites are leased "As is."

- **Homesite Changes** – Any changes in size, space, additions or attachments or installation of landscaping or other features must first be approved by Management.
- **Home Address** – Address numbers must be always visible and legible from the street. Numbers must be block style numbers, easily identified from the street, and 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 may 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.
- **Heat Rods & Heat Tape** – Homeowner must ensure a working heat rod is present in the water riser. Homeowner is responsible for any damage to the water riser if heat rod is inoperable or missing. Heat tape around exterior water lines and under the home is strongly recommended to reduce chances of burst pipes.
- **Clotheslines** – No clotheslines or lines of any kind are permitted. No towels, rugs, 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 Decorations** – Homeowner may not display an excessive amount of wind chimes, bird feeders, lawn ornaments or other items regularly displayed on the homesite. Any decoration and lights used on the outside of the home are subject to Management approval.
- **Holiday Decorations** – Holiday decorations may only be displayed for 30 days, and no longer than two (2) weeks after a specified holiday.
- **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. 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** – Basketball poles, swings, slides, playhouses, are not permitted on individual homesites or parking spaces.
- **Canopies, Tents & Gazebos** – Permanent or semi-permanent installations may not occur without prior 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.
- **Hammocks** - To protect trees, hammocks may only be used on well-established trees and using tree straps made of webbing to protect the trees. Hammocks must be stored away when not in use.
- **Fencing** – No privacy fences or other barrier fences may be installed on homesites. Limited use of decorative fencing, only as part of a landscaping feature may be approved by Management.
- **Natural buffers and barriers** – no natural barriers may be established or allowed to grow within the community, except as part of an approved and maintained landscape plan.
- **Outside Storage** – Only a covered garbage container, neatly arranged patio furniture, when on a deck or patio, and a grill in good condition may be kept outside the home. All other household items, including tools, lawn mowers, toys and any other 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.

- **Yard Cleanliness** – Yards must be kept neat and free of litter, including pet droppings.
- **Lawn Care** – Lawns are to be mowed, trimmed, raked, seeded, fertilized (using non-odorous fertilizers) and properly watered to maintain a healthy and attractive appearance. New Homeowners are required to establish or improve a lawn, where one has not been provided or is not in satisfactory condition. 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 Homeowner and collectible as part of the following month's rent payments.
- **Landscaping Installations** – Landscaping installations, including vegetable gardens require the advance approval of Management to ensure no interference with underground installation, local and state regulations, or the desired aesthetics of the community. Beds must be kept trimmed and weeded, and any mulch refreshed as necessary.
- **Shrubs/Bushes** - Must be trimmed as required and managed to not create an overgrown, unkempt appearance. They may not block windows, addresses, yard marker posts, community signage or exterior lights, and may not exceed the height of the home. No natural barriers between homesites as a result of overgrown shrubs and bushes is permitted.
- **Water Features/Statues** - Waterfalls, fountains, ponds or any other type of water body or statues will only be permitted with Management's written approval.
- **Fire Lane** – a fire lane of not less than 4 feet wide and 7 feet high from the front to the rear of the site must be maintained by trimming trees, shrubs and bushes as needed, and ensuring no obstruction of any kind.
- **Grade & Drainage** - Homeowner is responsible to maintain the homesite's grade and ensure the drainage on the lot properly drains water away from the lot and discharges onto the roadway, and not onto other lots or common areas. This may include regrading of the lot if the present grade no longer meets those requirements. No one may alter existing drainage or grade of the Lot without Management's written approval. After establishing the initial grade, approved by the municipality, Management will specifically not assume responsibility for deterioration of the grade caused by weather, roof water run-off, failure of Homeowner to establish a suitable lawn or other anti-erosion measures, except where required by law.
- **Sidewalks/Patios/Driveways/Parking Spaces** – Must be kept clean of dirt, debris, weeds, snow, ice, oil/fluid leak stains, etc. Homeowners are required to periodically edge any common sidewalks along their lot line, as well as remove any snow.
- **Snow Removal** – Any shoveled snow must be thrown onto the homesite, not into the street.

- **General Pest Removal** – As part of basic care of the homesite, Homeowners are responsible for typical, basic pest control as needed on their homesite and in their home – which may include spraying for ants, grubs, bees, etc.
- **Roof Gutters** – to prevent wash out or deterioration of the grade of the lot, as well as prevent water from getting under the home, Homeowner is encouraged to install and maintain roof gutters. Management may require Homeowner to install gutters, if necessary, to correct water flow issues that are damaging to the lot.
- **Maintenance Duties re: Mold** - Homeowner is responsible for moisture, accumulated water and mold. Homeowner must ensure water does not accumulate under the manufactured home. Homeowner must maintain the home and areas under the home and lot free from conditions which produce mold. Homeowner is responsible for mold cleanup. It is imperative to treat and remove all molds as they are potentially harmful. Any discovery of mold in or about the home should be cleaned up promptly.
- **Accessory and Expansion Concrete** – Additional concrete added by past and present Homeowners..... (shed foundations, patio expansions, etc. are the responsibility of the current homeowner to maintain. For purchasers of pre-owned homes, Management shall have no obligation to maintain concrete added by former homeowners and may opt to have such concrete removed at its sole discretion.
- **Digging/Driving Stakes** – No digging or driving stakes may be done on the homesite, greater than 1 foot without approval of management. Resident must also contact Miss Dig (1-800-482-7171) before any digging. Resident will be financially and legally responsible for any damages to the community caused by any digging or driving of stakes.

Management reserves the right, where permitted by law, to make the necessary corrections to a homesite at the Homeowner's expense, where the issue has not been addressed in a timely manner. See Appendix for description of applicable fees.

## Maintenance of Sewage System

- Materials which will not dissolve in the sewer **MUST NOT BE FLUSHED DOWN THE TOILETS OR SENT DOWN DRAINS**. Such materials may cause a sewer stoppage.
- Examples include (without limitation): clothing or fabric materials, paper products such as facial tissues, paper towels, sanitary napkins, dryer sheets, packing or wrapping materials; insoluble foods such as saturated fats, coffee grounds, pet foods, etc.
- Homeowner is further responsible for all stoppage within the mobile home and plumbing and sewer connection leakage or disrepair of fixtures in the mobile home.
- Homeowner will be held responsible for payment of any repairs arising from improper use of sewage system.

## Tree Maintenance and Removal

- Normal maintenance and trimming of trees on homesite is the responsibility of the Homeowner.
- 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 or tree limb be removed. This request is to be made in writing, online by using the Service Request feature in the Resident Portal. 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.
- A Resident who desires a tree to be removed for reasons of aesthetics, desired use of homesite, convenience or other reason, may request permission to remove a tree at the Resident's sole expense. The decision to allow tree removal will be at the sole discretion of Management, and with the condition that only licensed and insured contractors will be permitted to remove the tree.

## 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. Homeowners are responsible to ensure proper permits are obtained before work commences.
- 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 the 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

- All normal entrance/exit doors shall have well maintained steps in place.
- 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, the handicap ramp may require removal. Please contact Management for instructions.

## Skirting

- Skirting must be specifically designed for such purposes and must be a material consistent with the design of the home. Vinyl and aluminum is generally required
- Decorative skirting, such as faux stone or other materials must be approved by Management.

## 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 enclosed with wood or synthetic lattice or material that is otherwise consistent with the deck and home. 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

- Sheds are required where needed to avoid unapproved outside storage.
- **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.
- **Setback Requirements** – Setback requirements vary based on municipality. No plan will be approved that does not comply with local setback requirements.
- **Firewalls** – must install a firewall if required by local municipality.
- **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 properly cased must be removed and stored during the winter months, beginning in November.

## **Service Lines**

- Added service lines for phone, cable, internet, etc. must be buried underground during installation.
- Connection lines must be installed either under the home or under siding.
- Homeowner is responsible for confirming this is done.

## **Other Community Services & Related Rules**

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

- Trash removal is curb side 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 may be available in some of our communities. Check with your Management for further information.

### **Yard Waste Removal**

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.

- 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.
- Use of yard waste dumpsters for any reason other than yard waste is not permitted. Management reserves the right to charge the Resident additional fees for cost of disposing unpermitted items.

## **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. In communities with private water and/or septic systems Management reserves the right to implement use-based charges on a monthly or quarterly basis with a minimum 30-day notice.
- For communities on private wells, Management reserves the right to limit outdoor sprinkling. 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 Homeowner's connection.
- Homeowner 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, including the water meter is damaged as a result, Management will repair the service and bill the Homeowner for the repair.
- Homeowner 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 Residents, Management will repair the line and bill the Homeowner for the repair.

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

- These utilities are provided to each homesite.
- Homeowner 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.
- Two or more traffic violations shall be considered just cause for Management to initiate legal proceedings for eviction.

### Vehicles

- All vehicles in the community must 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 must 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.
- Only 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 engines or other major components is not permitted within the community. Vehicle may not be left on jacks or blocks. 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.
- Vehicles out of compliance with the above Guidelines may be towed at the vehicle owner's expense.

### 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 only in Resident's assigned parking space or shed.

### 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, utility trailers and other vehicles of this nature are not permitted in the community.
- Golf carts and certain utility vehicles (i.e. Gators) that are lawfully permitted for Residential street use may be allowed, upon request, and at the discretion of the Community Manager, and where vehicles can be properly stored without limiting other Residents free use of parking spaces.
- Such vehicles may only be stored at the Resident's homesite if the 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, pool areas or other recreational areas unless specifically designated for such use.
- 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 current pet registration and a picture of the pet is to be provided to Management. 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** – As required by law, 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. Signs that do not directly apply to the election, including social messaging, 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.

With the exception of, political signs and Home for Sale signs, no more than one sign may be posted at any one time and may not be displayed in home windows or in

vehicles. No more than 2 total signs may be up at one time. 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 any time or to amend the standards for signs allowed, with or without notice.

### **Noise Control**

- Resident is responsible to contribute to 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 the incident occurs 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.

### **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 payments must be made electronically using Automatic Payment (via Automated Clearing House or ACH) or other authorized electronic means that Management may adopt pursuant to its Rules and Regulations. Cash and/or personal checks will not be accepted. Resident is responsible for any 3<sup>rd</sup> party fees charged for various means of payment.
- Rent is due on the first of each month.
- If rent is not paid by the 5<sup>th</sup> of the month, a late fee of \$50.00 will be applied.
- If payment is made, but there are non-sufficient funds, any resulting fees from the financial institution will be passed on to the Resident. If full payment is not able to be processed by the 5<sup>th</sup>, a late fee will also apply.
- If payment of rent is not received by the 5<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.
- 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 rolling 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.
- **Application of Payments:** Management will first apply any payments made towards any outstanding late charges and other owed fees and charges, followed by past due rent. After all applicable past due balances and other charges have been paid, remaining payments will be applied to current rent balances.

### Interruptions of Services

There will be no reduction of rent for, and no constructive eviction or interference shall be claimed or allowed because of, the interruption or curtailment of any service or utilities or any inconvenience or discomfort arising from repairs or improvements made in or on the Premises.

## Electronic Notice

In lieu of written notices, it is understood that e-mail is the official form of communication between Management and Residents for any and all notice requirements outlined in this Agreement. This includes, but is not limited to, all notices of demand for payment of rent and notices of demand for possession in accordance with MCL 600.5718. Unless otherwise required by federal or state law, Management may also adopt Rules and Regulations that allow for notice to be given to Resident by electronic means such as (i) posting on our [Website/Portal], (ii) social networking sites, (iii) or such other generally recognized and utilized electronic means such as, but not limited to, group email distribution. The Rules and Regulations adopted by Management for such notice shall be posted and distributed in such a manner as to reasonably ensure that all Residents have notice of the approved method(s) and an opportunity to ensure that said owners have registered and will receive actual notice of any future communications. It is the Resident's responsibility to read all email communications that impact their obligations under these Guidelines and the Lease agreement.

## 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
- Late payments of rent 3 or more times in any 12-month period.
- Violation of the Community Guidelines related to:
  - Health, safety, and welfare of the Residents and/or Management employees.
  - 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 Tenant receives a Notice to Quit or Termination of Tenancy, Tenant is entitled to request a conference with Management, or his/her representative to be held at the Management 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, Tenant 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 Tenant.
- 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.

### **Right of Entry**

To enhance, preserve, and protect the Community, Management and their agents shall have the right to enter the premises for the following purposes: inspections; maintenance; repair or replacement of utilities; alterations or additions to the premises, exhibition of the premises; tree removal and tree trimming; landscape maintenance and repairs; to protect the health and safety of the community; and for any other like purposes; provided that Management shall, whenever practical and possible, endeavor to make such entry at reasonable times and with reasonable notice, except in cases of emergency when Management or its agents may enter with or without notice.

Further, except in an emergency, Management shall use reasonable efforts to not unreasonably interfere with the Resident's quiet enjoyment and use of said premises. Management shall not enter the interior of a manufactured home unless the Resident's prior written consent has been obtained or unless Management is responding to an emergency or an 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.

- **Northern Estates & Hidden Glades:** Plainfield Township has a severe weather warning siren located at the corner of Post Drive and Pine Island Drive.
- **Woodland Estates:** Plainfield Township has a severe weather warning siren located in downtown Rockford.
- **Whispering Pines:** Sparta Township has a severe weather warning siren located on top of the village on East Division Street.
- **Lakeview Village:** Boyne City has a severe weather warning siren located at 319 N. Lake Street.
- **Harbor Springs:** Harbor Springs has a severe weather warning siren located at the intersection of East Bluff Drive and Spring Street.

All communities have 911 emergency service. The following agencies are available:

Kent County - Kent County's Sheriff's Dept 616-336-3113  
Harbor Springs – Harbor Spring's Police Dept 231-526-6211  
Boyne City – Boyne City Police Dept 231-582-6611

### **Equal Application of 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 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 rules and regulations.

## **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-via email. Copies of any amendments will be available online at [www.aspire-communities.com](http://www.aspire-communities.com) or a hard copy of the updated guidebook and amendments may be requested and available at the community office or mailed/delivered from the Community Manager. It is understood that the distribution of the revision or addition to the Guidelines via email, and posting to the website shall constitute sufficient notification.

## **Loss & Liability Insurance**

It is recommended that each Homeowner procure a comprehensive homeowner's policy to insure their home against loss and damage. It is also recommended that Homeowner 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**

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:

**[www.Aspire-Communities.com/Report-A-Concern](http://www.Aspire-Communities.com/Report-A-Concern)**

Or mailed to:

**ASPIRE COMMUNITIES  
1340 POST DRIVE  
BELMONT, MI 49306  
ATTN: Regional Manager**

## SECTION 7: APPENDICES

### Appendix A: 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 B: 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. Homeowners 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.
- 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. Prior to installing a porch, deck awning or addition, Homeowner 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 Tenant. 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, Homeowner 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.
- Hitches must be removed from the home upon installation and stored beneath the home.
- 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 the home or on the ground of the 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. Homeowner 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 Tenant and proof of such insurance must be provided to Management. Upon removal of the outdoor reception device or the termination of Tenancy, Tenant must restore the homesite to its original condition. If Tenant 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 Tenant 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, Tenants 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.

- Tenant 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.
- Tenant 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 Tenant will be required to pay for this additional work.



## Appendix C: 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 met.

- 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, Homeowner is required to have Management inspect the exterior of the home and homesite to ensure they are in compliance with community standards. See Appendix D: "Resale Inspection"
- The inspection fee of \$50.00 must be paid prior to the inspection. The inspection fee is valid for one (1) year. However, if the home is not sold within 60 days, an additional inspection will be required at no cost to the Homeowner.
- 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.
- **Buyer Requirements:** The buyer must apply for lease and be approved by Management PRIOR to closing on the sale of the home, including attending an orientation, signing a lease, and paying the security deposit. If the home sale does not go through, the lease shall be cancelled, and the security deposit returned.
- 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 Tenant will remain responsible for all rent and other charges which may accrue, regardless of whether the Tenant 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

- Homeowner, 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 Homeowner intends to remove the home on expiration of the lease, Homeowner 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 its owner prior to the expiration of the lease term may result in the Homeowners 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 Homeowner 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 Homeowner's continuing liability for payment of rent for a 30-day period commencing with the date Management receives written notice of Homeowners intention to vacate or if the home is removed without any prior written notice, then Homeowner 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 Homeowner.
- Homeowner 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 the home from the community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

## Appendix D: Homeowner's Resale Inspection

Any Homeowner 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. Homeowner/Seller acknowledges that the Resale Inspection conducted at Homeowner/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. Homeowner/Seller agrees that such inspection is not for the benefit of any prospective purchaser and that Homeowner/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.

Homeowner 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 \$50.00 is valid for one (1) year. If the home is not sold within 60 days after receiving the Resale Authorization, Management must re-inspect the home for any discrepancies when the Homeowner has a new buyer.

## Appendix E: Various Fees, Deposits & Charges

The following provides a summary cost sheet of most of the various fees, deposits and charges that may apply in certain situations. Community specific charges that may apply such as water bills, local taxes, etc. are not included, but are presented in other documents.

This document should be considered a supplement to the appropriate section of the Guidelines. Please contact your Community Manager if you have any questions about fees and charges.

### General Fees

- Rent Late Fee, after 5<sup>th</sup> of Month: \$50
- Clubhouse Rental: Fees can vary based on community and the rooms being rented. Please contact your Community Manager for details
- Clubhouse Security Deposit: \$200, refundable pending conditions.
- Pet Fee: \$10/month per pet
- Resale Inspections: \$50

### Corrective Action & Related Fees

To perform any and all actions needed to address issues of neglect and/or non-compliance of the homesite on the part of the Homeowner after notification, as described elsewhere in the Guidelines. All charges shall be applied to the next month's rent, and shall be payable within 30 days

- Non-Compliance Fees: \$100/month
  - Fees are in addition to any charges incurred as a result of any Repair and Maintenance fees for work performed or managed by Management.
- Homesite Work performed by Management: \$50 per half hour.
  - Minimum charge of \$50
  - Additional costs added for materials, supplies, equipment rental, etc.
  - Travel time will be charged at the same rate.
- Home and Homesite Work performed by Contractors: Charge shall be full value of the contractor invoice, plus a 10% Management fee.

# 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)