



Clintonville MHC
4851 Clintonville Rd
Clarkston, MI 48346
248-674-4200

Clintonville Community Rules & Guidelines

Welcome! Thank you for being a part of our family of satisfied Residents. We want you to know how pleased we are to serve you. We are committed to providing our Residents with pleasant surroundings within an attractive, well-managed and peaceful Community.

Our first priority is your safety and comfort. To allow us to provide these benefits in a peaceful living environment, a set of standards has been established and is contained herein as your Community Rules & Guidelines.

Acknowledgement of Community Rules & Guidelines

Prior to admission to this Community, each Resident must sign an Acknowledgment that they have read and received a copy of the Community Rules & Guidelines as set forth herein and any Amendments and/or Addendums thereto. Failure to comply with the Rules and Guidelines may result in the termination of residency as provided by law. Every effort will be made by community management to ensure that the rules and guidelines are enforced, and that the comfort and quiet enjoyment of all Residents is not disturbed, and that the community's aesthetic standards are maintained. Ignorance of the Community Rules and Guidelines will not be accepted as an excuse.

Acceptance of Rent/Late Charge & Delinquent Notice

Rents are to be paid monthly. Rent is due on the first day of each month and must be paid on or before the fifth day of the month. A Late Charge of forty (\$40) dollars will be assessed to all Residents whose rent is not received by Management on or before the fifth day of the month. Resident may choose to pay their rent with a personal check, money order, cashiers or certified check. However, in the event a check is returned not paid for any reason a charge of thirty-five (\$35) will be assessed for any Resident whose personal check is not honored. Certified funds or a money order will be accepted for payment. Rent shall be considered late if a check is returned for non-sufficient funds and is not corrected before the aforementioned due date. Where a resident has submitted two (2) non-sufficient funds checks for a payment of any community obligation, management may require that all subsequent payments be tendered by money order or cashier's or certified checks for all future payments. For safety and security purposes, cash is not accepted at the community office for any reason.

In the event a Resident fails to pay rent or other charges on or before the fifth day of the month, Management will issue a Notice To Quit for Non-Payment of Rent requiring the Resident to either pay all monies due or remove their home from the community. If the Resident at any time shall default under the Rules and Guidelines and/or the Lease Agreement and if Management shall institute an action or summary proceedings against the Resident based on such default, then the Resident will reimburse Management as such can be allowed by statute for the expenses incurred by Management and that so long as the Resident shall be a Tenant hereunder, the amount of such expenses shall be deemed to be additional rent, and shall be due from the Resident to Management on the first day of the month following the incurring of such respective expenses.

Failure of a Resident to make timely payments of rent or other charges as provided in the Lease Agreement or Rules & Guidelines, on three or more occasions during any twelve month period, for which Management has serviced written Notices to Quit for Non-Payment of Rent and Resident has failed or refused to pay such rent or other charges within the time period stated in the Notice to Quit, is just cause for termination of tenancy.

Residents shall continue to pay all rent and other charges to Management, when due, following the issuance of a Notice To Quit for just cause Termination of Tenancy. During the pendency of the action, Management may accept all payments of rent and other charges without prejudice to the action to evict Resident. If payment of rent and other charges are not made timely, Management may proceed with an eviction for non-payment of rent without prejudice to the just cause termination proceeding.

Advertising, Soliciting & Commercial Business

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

local, county or state zoning ordinances may be conducted within the Community. Any advertising giving the Community's address must be authorized in advance with the Community office.

Amendments

From time to time, rules may be changed or additional rules may be added. In such an event, the rules will be posted in conspicuous locations within the community. Prior to implementation, a thirty (30) day written notice of the proposed amendment will be forwarded to Resident. Any new rules or guidelines will be considered a part of the Rules and Guidelines set forth herein and will be enforced accordingly. New or altered rules will be effective at least thirty (30) days after posting and delivery.

Antenna

In order to maintain an attractive community, Residents are strongly urged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must be installed on Resident's home or on the ground of Resident's homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. 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 or restricted access property located within the community. Outdoor reception devices and masts may only be as high as required to receive acceptable quality signals, and no reception device and mast may be installed that would extend higher than 12 feet above a roofline without prior written approval of Management due to safety concerns posed by winds and the risk of falling reception devices and masts. 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. CB and Ham radio antennas are not permitted within the community.

Upon the 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.

Application & Management Approval

All prospective residents, including any occupants aged 18 or older at the time of application, must complete a rental application, be approved for residency, pay any security deposit and/or rents, and complete all required paperwork before tenancy is granted and prior to occupying the leased premises. Management has the right to approve or reject any application for residency in the community. A review of your application may include a credit and criminal check, verification of employment, and previous landlord references. Management has the right to reject tenancy due to false or misleading statements on the Rental Application. Applicants with a criminal record may be declined at management's discretion. Applicants evicted from other premises may be excluded from occupancy within the community. A judgment against such applicant within the preceding ten (10) years awarding restitution of residential premises to such applicant's landlord shall give rise to the right of the community to exclude the applicant.

The signing of a rental application creates no tenancy. Upon submission of a rental application, applicant shall pay a non-refundable application fee of \$25 per adult. If the application is not accepted, no refund of the application fee will be made. If approved for tenancy, applicant shall be required to execute a Lease or Rental Agreement within 3 days of approval.

We will not discriminate for reasons of race, creed, color, national origin, religion, gender, family status, handicapped status, marital status or age. This policy is the law and is consistent with our philosophy, objectives and practices. If you believe you are being discriminated against, you may contact our corporate office to raise a complaint.

Management also has the right to approve or reject a home being applied for relocation to the community based on size, condition and/or appearance.

Automobiles & Motorcycles

A. Residents shall park only in the space provided by Management.

B. On-street parking is permitted only if your site does not accommodate two vehicles. Residents who have on-site parking spaces must utilize these spaces before parking any vehicles in the street. **Parking on lawns, patios, sidewalks or other inappropriate areas is strictly forbidden.**

C. All vehicles are to be equipped with an adequate and functioning muffler. The operation of vehicles within the community that are not properly muffled or with malfunctioning mufflers, loud exhaust systems or headers is not allowed.

D. Routine maintenance or minor repairs on vehicles may be carried out at the homesite, i.e. changing spark plugs, replacing fan belts, or repair of a flat tire. Major repair or maintenance projects such as repairing or replacing an exhaust system, oil change, or rebuilding an engine are not permitted. Any vehicle dripping oil or gasoline must be repaired immediately. These spills must be cleaned up by Resident, or Management will do so and charge the Resident. This is because gas, oil, transmission fluid and antifreeze can permanently damage asphalt and stain concrete. Autos may not be placed on jacks, blocks or any other device on the homesite.

E. Only vehicles registered and legal for use within the State of Michigan shall be allowed within the community. Residents must remove vehicles without valid current license plates within ten (10) days of the license plate expiration, or if the vehicle becomes mechanically inoperable.

F. 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.

G. As permitted by law, Management reserves the right to remove vehicles parked in violation of these Rules & Guidelines. All costs incurred thereto shall be paid by the Resident.

H. 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 park in Resident's parking space, or they may be stored in a utility shed. Parking on lawns is prohibited.

I. Bicycles are allowed on the streets only and are prohibited from being ridden on lawns or through yards.

Conduct

It is requested that all Residents respect the rights of others to enjoy the quiet and peaceful use of the community. Abusive language, shouting, radio, television, stereos, and other disturbing noises including excessively loud talking are not permitted within this community. The hours of 10:00pm and 8:00am will be considered quiet hours. Interference with the quiet enjoyment of other Residents in the Community is just cause for termination under MCLA 600.5775.

All residents have an affirmative duty to supervise their minor children, their childrens' guests and any other minors subject to their control on the leased premises or elsewhere within the community. Failure to supervise may lead to accidents, injuries or damage to neighboring residents, their property or to community property. For these reasons, all residents are notified that their failure to supervise their minor charges shall be deemed grounds for eviction. Notwithstanding same, and in addition thereto all residents shall be financially responsible for damages to the property of others caused by the actions of their children, guests and/or invitees. Parents are held responsible for the behavior of minor children at all times and will be notified of any rule and guideline infractions.

Management actively seeks the participation of residents towards promoting fair and consistent application of community Rules & Guidelines. However, residents who have more than two (2) unfounded complaints against any other residents within a six (6) month period may be subject to eviction where management determines such complaint to have been based upon or motivated by malicious or improper purposes.

Criminal Background

Residents are expected to conduct themselves in a manner that does not violate the law or rules of the public health council, the Manufactured Home Commission or local regulations. Persons convicted of a felony after their residency has commenced may have their residency terminated should that felony be of a violent nature or an aggression against minors. A criminal felony conviction may affect the approval process for residency.

Curfew

It is a rule of the community that all adolescents of Clintonvilla abide by the set curfew. The curfew hours are as follows; Twelve (12) years old and younger is 9pm, and thirteen (13) years to seventeen (17) years old is 10pm. Children should be at their homes or homesites by these times.

Disclaimer

Management disclaims responsibility for accident, or injuries to Residents, their family members or guests which may occur within this community except for Management's failure to perform 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 imposed by law.

Enforcement of Rules & Guidelines

A prerequisite for admittance to this mobile home community is that the prospective Resident be informed of each Rule and Guideline. Please note that ignorance of a Rule and Guideline cannot be accepted as an excuse for a violation. Every effort will be made by Management to ensure that the Rules and Guidelines are enforced and that your safety and comfort are not disturbed. Your cooperation is absolutely essential in observing and enforcing these rules.

Any complaints regarding park conditions, infrastructure, health & safety, or a complaint regarding another resident must be given at the community office in writing. All complaints are held in confidence!

Should any or part of these guidelines or provisions of these guidelines be invalid under an ordinance of the Township, Federal or State law, such invalidity shall not invalidate the entire Rules & Guidelines but shall be construed as if not containing the particular word, phrase, provisions or performance held to be invalid, and all other rights and obligations of the parties hereto shall be enforced accordingly. Please be advised that any waiver of any foregoing rule, guideline, standard or procedure will in no way be considered a waiver for a subsequent breach of same, nor justify observance on any other occasion, nor shall the acceptance of rent by management be construed as a waiver of such default.

Fire to Manufactured Home

In the case of fire or other damage to Resident's manufactured home located on the premises, Resident shall remain responsible for payment of rent for the duration of time said home remains on site or during the balance of the lease term, whichever period is longer. If said manufactured home is removed from the premises, whether or not a written lease was entered into, Resident is responsible only for an additional one month's rent as liquidated damages herein. Failure of a Resident to immediately repair, secure or remove a fire-damaged manufactured home shall be Just Cause for termination of residency pursuant to MCLA 600.5713 and MCLA 600.5775.

Firearms & Explosives

There will be absolutely no BB guns, air guns, firearms, fireworks, bows & arrows, slingshots or similar devices, discharged within the community.

Firewood Storage

Firewood is to be stored at the rear of the home and is limited in size to a pile 2ft. wide by 8ft. long by 4ft high at least 18 inches off the ground. It must not interfere with proper spacing requirements between homes. Wood splinters, chips and shavings are not to be left remaining on homesite. Firewood is NOT to be stored on porches.

Home Site Maintenance

A. Resident shall maintain their home and site in a clean and attractive fashion at their own expense. In the event that a Resident fails to maintain their home site as required, a RULE VIOLATION NOTICE will be issued. If not corrected as requested, Management has the right to enter the premises and perform any and all necessary maintenance, as permitted by law. The charges incurred as a result of said maintenance shall be deemed to be rent and collectible as rent. The charges for such work shall be as follows: Mowing site: \$20 per occasion. Trimming site: \$10 per occasion. All other repairs and maintenance work resulting from Resident's failure to maintain premises in good repair: \$25 per hour each occasion with a 1 hour minimum charge plus materials costs. Management reserves the right to remedy a state of repair or neglect at its own discretion after sufficient notice has been offered to residents advising them of a condition of disrepair or neglect.

B. Lawns are to be mowed, raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. Management does not furnish lawn or gardening equipment for resident use.

C. Outside storage is prohibited. Outside storage of bottles, cans, boxes, appliances or equipment on the patio or on the exterior of the mobile home is not permitted. Only lawn type or outside furniture is permitted to be placed on the patio. All trash, miscellaneous debris, toys, bicycles, tools, ladders etc. MUST be kept in a shed or out of general sight when not in use. The accumulation of trash and debris is strictly forbidden, including across community property lines or onto adjacent lots. Recreational vehicles and boats are not to be stored on parking spaces, streets or home sites – state law requires the community to enforce this regulation. No transport or travel trailers of any kind are permitted.

D. No towels, rugs, wearing apparel, or other forms of laundry of any description may be hung outside the home. Temporary clotheslines are permitted.

E. Residents may, after supplying Management with details and obtaining written approval, plant trees and shrubs at their home site provided these do not provide an obstruction to traffic vision.

F. Of necessity, home sites contain underground utility lines such as high voltage electrical transmission lines and extensive utility cables. Any digging, without the knowledge and permission of Management, could be extremely dangerous. Resident must receive Management approval prior to digging. When seeking Management approval to dig on the home site, the Resident should provide Management with a sketch of the location and information as to the depth of the planned excavation. Resident must first call the proper utility authority before Management will allow proposed excavation.

G. In order to assist residents, guests, management and emergency services, all homes should be properly numbered with at least 4-inch numbers that are visible from the street at all times, including at night.

H. Telephone and TV cable lines are to be buried underground during installation by the appropriate company. Residents are responsible for confirming that this is done. If it becomes necessary for Management to bury the lines, the Resident will be charged accordingly for such work at the rate of \$25 an hour with a minimum of a one-hour charge.

I. Before commencing any exterior painting or repainting on the exterior of a home, color scheme MUST be approved by management.

J. For aesthetic reasons, holiday decorations must be removed within 14 days after any specific holiday. Management reserves the right to remove these decorations after notice to resident at residents' labor expense.

K. Residents shall properly maintain the homesite so as to discourage and inhibit rodents, insects, and wild animals from nesting, seeking refuge or frequenting the home site. Residents shall keep the home site free of all animal droppings, particularly dog defecation.

L. It is Resident's responsibility to inspect for standing water under homes. Possible causes may be Resident's installed landscaping that is restricting drainage, air conditioning condenser lines or hot water heaters allowed to improperly drain under the home, leaking water line(s), etc.

M. Failure to maintain the physical condition or appearance of manufactured homes or homesites is just cause for termination.

Improvements & Alterations

Residents shall make no alterations to the sublet site without Management's written consent. Management shall be provided with a sketch of any proposed improvement, i.e porch, deck, awning, shed and/or pad, or other home additions and Resident shall be responsible for obtaining any building permits. A sketch of any proposed excavation and its location is to be provided to Management, but only after the applicable utility companies have been called (MISS DIG, 1-800-482-7171) regarding buried cables. If the Resident should opt to remove any of the above-described structures, the site shall be restored to its original condition. Any improvements made by Resident such as concrete pads, trees and bushes shall become community property. Unless performed by the Resident, all work on homes must be performed by licensed, insured contractors.

Just Cause Termination

Just Cause for termination is applicable under MCLA 600.5775. Just Cause Termination includes, but is not limited to the following:

1. If Resident, a member of Resident's household or other person or guest under the Resident's control allows the home site or any area within the Community to be used for or to facilitate a drug-related criminal activity.
2. If Resident, a member of Resident's household or other person or guest under Resident's control, whether in the home, on the site or anywhere else within the Community engages in or allows any illegal activity, including but not limited to burglary, prostitution, criminal gang activity, threatening or intimidating assault, brandishing a fire arm or other weapon or discharge of firearms or other weapons, games of chance or other activity which jeopardizes the health, safety and welfare of other Residents.
3. If Resident, a member of Resident's household or guest interferes with the quiet enjoyment and/or health, safety, and welfare of other residents, or causes intentional physical injury to Management personnel or to other Residents, or causes intentional physical damage to property of Management or other Residents.
4. If Resident fails to maintain the home and site in accordance with the standards stated in the Rules, if Resident fails to abide by the rules, procedures or other standards, or if information required to be provided to Management, including but not limited to information provided in the application for residency is false or for any other reason provided by law.
5. If Resident, a member of Resident's household or other person or guest cause damage due to waste, misuse, neglect to home site, common areas, amenities or facilities provided by Management or other property belonging to Management or other Residents.

Loss & Liability

It is recommended that each mobile home owner procure a mobile home comprehensive from insurance policy insuring their home against loss or damage. It is also recommended that Resident include liability coverage for personal injuries occurring on your home site or within your mobile home. The community does not provide such insurance for issues that would arise from theft, fire, storm, water/sewer problems, or other casualties.

Mail Delivery and Mailboxes

Mail delivery and collection is a direct service from the US Postal Service. Inquiries and complaints regarding mail delivery and pickup should be to the US Postal Service directly. Mailbox keys are also supplied by the Post Office, and all inquiries about lost/damaged keys or locks should be directed to USPS. Residents are responsible for any costs associated with the replacement of any lost and/or damaged mailbox locks or keys.

Mobile Home Installation & Standards

It shall be the responsibility of the Resident or his/her agent to ensure that all new home installations and the condition of existing homes comply with all applicable local ordinances and state laws (including those set forth by the Department of Consumer & Industry Services and/or the Manufactured Housing Commission) concerning set-up, blocking, tie downs, electrical connections, plumbing connections, sanitary sewer connections, and other required items prior to taking occupancy. All homes must be titled by the state of residency and proof of such be reviewed by Management. The Resident or their agent shall be solely responsible for any damage to community property or that of other Residents resulting from the installation or removal of their mobile home.

To provide and maintain a clean and attractive community, all mobile homes are to meet the following standards:

- A. The siding and skirting of your mobile home must be kept clean and in good condition. The exterior area is to be maintained in a neat and attractive manner at all times.

- B. All homes are to contain at least one (1) fire extinguisher with a minimum 2A-10-B-C rating and a smoke detector, both approved by a nationally recognized independent testing laboratory such as the National Fire Protection Association.
- C. All windows and doors are to be in good condition. Broken or torn windows or doors are to be repaired immediately. Window blinds or window curtains are to be installed. No sheets, towels, etc. are to be used as curtains.
- D. Approved fire resistant skirting is required and must completely enclose the space beneath the home. It is to be properly ventilated and an access panel of sufficient size in the utility hookup area is to be in place. Materials and color are to match or attractively accent the exterior. Residents shall skirt home within forty-five (45) days of occupancy. In the event skirting must be replaced or repaired, Residents shall make all repairs after receiving written notice from Management. No combustible material is to be present under the home. Unless otherwise approved by Management in writing, home skirting is to consist of vertical vinyl skirting. Wood, particle board, fiberglass and/or sheet metal are not permitted for use as skirting.
- E. The main entry door steps are to be enclosed cement, fiberglass or treated wood. A handrail must be attached. They are to be maintained in a safe and attractive manner. Temporary steps are permitted for up to 30 days only.
- F. All porches and decks must be constructed of treated wood, with handrails, and properly skirted. Awnings and additions are to be of approved materials. All are to be maintained in good condition. Prior to installing a porch, deck, awning or addition, the Resident must first obtain the written approval of Management.
- G. Central air conditioner compressors must be placed on the side or rear of the homesite. Window air conditioning units must be securely braced to the side of the home and not be supported by ground braces or wood. Both must be attractively maintained.
- H. Hitches must be removed from the mobile home upon installation. Existing homes with hitches shall either remove the hitch upon request or attractively maintain the hitch and the surrounding area.
- I. Decorative fences are acceptable with the prior written consent of Management but cannot exceed 3' in height and cannot enclose the entire homesite. The decorative fence must be able to be easily removed, and not dug or posted into the ground.
- J. Utility connections of electrical, water, sewer and gas within the home and to the home from the service connection point are the sole responsibility of the Resident. They are to be maintained in a good, safe and leak-proof condition at all times. Utility company approved piping shall be used for any gas line. Any tampering or altering of these connections is strictly forbidden. All utility lines and connections to the home must meet all utility company and applicable local codes, and must be inspected by the appropriate supplier at the time of connection. Inspection costs are paid by the Resident.
- K. Residents shall not contaminate the homesite by his/her use or misuse of hazardous/toxic substances, wastes or pollutants that are regulated under any local, state or federal environmental law. Resident is responsible for and shall hold Management harmless from any cleanup cost caused from Resident's contamination of home site.
- L. Except where otherwise permitted in these Rules and/or Addendums, the posting of any signs on the home's exterior, trees, light posts, telephone posts or the homesite itself is prohibited.

Notice of Rule Violation

Management will contact Residents who violate a rule or guideline by means of a personal visit, telephone call, and/or a Notice of Rule Violation being issued. In some extreme cases a Notice To Quit – Termination of Tenancy may be deemed as necessary to being issued. All violation of the Community Rules and Guidelines and/or Public Health Council Rule or Health and Safety Code shall be deemed by Management and Residents to be material violations. It is expected that all Residents will correct the violation(s) within the time specified on the Notice. The lease or month to month tenancy will terminate (30) days from the Resident receipt of the Notice unless the violation(s) is (are) corrected. The lease or month or month tenancy may automatically terminate if a second material violation occurs within six (6) months of the date of the first violation, regardless of the Resident's correction of either violation.

Your total cooperation is absolutely essential in order to provide you, your family and your neighbors with a safe and pleasant community!

Outdoor Fire Pit, Open Burning, Campfires, Fireplaces

Local Townships, Cities, and Fire Departments will govern the rule pertaining to the use of outdoor recreational fireplaces within manufactured housing communities. Therefore, it is the responsibility of each homeowner to obtain approval for the use of this type of outdoor equipment from your local Township, City, or Fire Department. We do not allow uncontrolled campfires, fire rings, or any other type of burning that will emit ashes, sparks, etc. into the air. After use, all fires must be fully extinguished with no smoldering or lingering smoke in the air. The only equipment that can be used on a site are the approved fire pits, chimneys, etc., sold to consumers that have spark arresting lids, the firewood is contained with screen meshing, etc.

Ownership & Occupancy

Each home is to be a single family dwelling and must be occupied by the legal and registered title holder of the home. Proof of title must be provided by the resident prior to move in. Maximum occupancy within a mobile home in the community shall be two (2) persons per bedroom. Any person permanently residing within a home for more than eight (8) days in any one-month period will be considered a permanent Resident and will be required to complete an application for additional occupancy. Resident(s) shall provide written confirmation of the names and family relationships of all occupants at lease renewal and from time to time at Management request. Management reserves the right to reject visitors who violate community rules and guidelines, as well as any federal, state or local laws and ordinances.

Sites can be leased on a month-to-month basis. There is no pro-ration of rent, nor will refunds be made for a partial month of occupancy. A security deposit of an amount equal to one month's rent shall be required prior to occupancy. When a written lease is in force, a failure on the part of the resident to fully and timely pay all fees through the end of the rental term shall result in forfeiture of the security deposit. In the case of month to month residents, the resident shall not be entitled to recovery of any part of his or her security deposit unless they have remained in the community in good standing for more than one year and has made timely payments for all fees.

Security deposit refunds shall be made by mail within thirty (30) days after the Resident's lease term expiration provided all terms of the rental agreement have been complied with, including but not limited to:

- a) a thirty (30) day written notice to the management office
- b) leaving the site in good visual and operational condition
- c) cleaning the parking pad of all oil and/or gasoline spillage
- d) payment of all due and past due debts to Clintonville MHC and/or its subsidiaries and affiliates.

Residents shall be solely responsible for any tax due on manufactured homes by any reason of any state, county or township law.

Patio/Lawn Furniture

Residents shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored when not in use. Only furniture specifically designed for outdoor use is permitted.

Personal & Fire Safety

Management is concerned with you and your family's well-being. Our Rules and Regulations are the means of providing a happy and safe living environment. Adherence to the following guidelines is very important for everyone.

A. All Residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the mobile home, the home site and surrounding community. Please note that you are responsible for the actions of your children and guests, as provided by law.

B. All homes are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn mowers, etc. under your home.

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

D. Traffic signs of all types must be obeyed. The community speed limit is fifteen (15) miles per hour as indicated by signs posted throughout the community, and must be observed at all times by vehicles, cyclists and skaters. Violation of this limit shall be deemed to materially affect health and safety of residents of the community. Please also advise and caution guests and visitors of the community of our speed limits. Watch out for our children!!

E. Actions which interfere with the health, safety or welfare of this Community, its Residents, or its Employees, are just cause for termination of tenancy.

Pets

Residents may have two dogs or up to two indoor cats per household, with Management's written approval. Failure to abide by the Rules and Regulations will result in loss of this privilege. Management may require removal of any pet, deemed by Management to be a nuisance to the Community, and reserves the right to approve or reject all pets. Any pet which is to reside in the community must be considered a house pet animal by the general populace. All pets must be kept inside the home – fenced-in enclosures or dog houses are not permitted.

Pets must not be allowed to run loose or be tied up outside. Pets must be leashed at all times when out of doors, even when they are taken out of doors to relieve themselves. Under no circumstances is a pet to be out of doors without being leashed and accompanied by its owner. Any pet found loose in the community may be picked up and turned over to the proper authorities. Dogs being walked must be kept away from shrubs, trees and other residents' sites and homes.

Residents are solely and totally responsible for the behavior of their pets. Pets are not permitted to become a nuisance by persistently barking, howling or engaging in threatening behavior to neighbors or passers-by. In the event of justified complaints, warnings will be issued to and followed up with the owner. Owners are responsible by law to keep a sanitary lot and dispose of all rubbish, garbage and other waste in a clean and sanitary manner. As such, pet feces must be cleaned up immediately and not be permitted to build up.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by Residents, employees, agents or their guests, except for Managements' failure to perform a duty or negligent performance of a duty as imposed by law.

Pools/Hot Tubs

For the safety of other residents, hot tubs, in-ground pools and above-ground pools are not permitted. Childrens' wading pools are permitted, but MUST be drained and stored every evening. Any wading pool that is too large to be stored in a Resident's shed is not allowed.

Recreation & Playground Equipment

Management may provide playground equipment for the Residents within the community. Parents and legal guardians are to stress safety and supervision. No permanent play structures including, but not limited to, swing sets or trampolines are allowed on or upon the homesite. Portable basketball poles with backboards are permitted as long as they are used on the homeowners' driveway and not in the street. Management allows Residents the opportunity to provide a small wading pool which Residents are responsible to empty every night, and a sandbox not to exceed 4' x 4' at the home site.

Recreational Facilities

The community's recreational facilities are made available to Residents and their guests only. Residents are financially, legally and otherwise responsible for any and all other expenses related to repair of any damage caused or incurred by their actions or by the actions of their family members, visitors or guests. All guests must be accompanied by a Resident when using recreational facilities. It is the responsibility of the Resident to ensure that their guest(s) observes all applicable Rules & Regulations. As such, no loitering about these facilities shall be permitted.

Recreational Vehicles/Utility Trailers

The operation of trail bikes, minibikes, snowmobiles, off-road vehicles, go-carts, all-terrain vehicles, motor scooters, utility trailers, and other vehicles of this nature is not allowed within the community for the safety and comfort of other residents. Such vehicles may only be stored at the Resident's homesite if such vehicle can be stored within a shed or garage. Transportation to and from the homesite is to be by trailer only. The storage of boats, campers, motorhomes, and other forms of recreational vehicles upon the homesite or in the street or other location in the community is strictly prohibited. Recreation vehicles may be loaded and unloaded in your driveway, no longer than overnight. No persons may sleep or live in any type of recreational vehicle. No form of recreational vehicle may be attached to any utility connection.

Removal of Mobile Home

All rents and other applicable charges to Management must be paid in full prior to moving the home from the community. In the absence of a written lease Resident must provide Management with at least thirty (30) days written notice of their intent to remove the home. Any Resident who should remove their home is responsible for removal of all trash, steps, and other discarded materials. The home site must be left in a clean and neat fashion. Any expenses incurred by Management in restoring the site to its original condition will be charged to the Resident, which include the removal of any sheds, decks, porches, awnings, carports, tiedowns, or annexes. These items do not become fixtures or property of the community. Only concrete slabs, runners, piers, trees, shrubs and sod may remain on the site following the removal of a home.

Residents are responsible for all utility shut-offs when the home is removed. Community Management and ownership assume no responsibility in the event that a dealer, bank, or other secured party should opt to remove the mobile home of a Resident from the Community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

Rights to Space & Transferability

Residents have the right to sell their manufactured home within the community. However, the right to occupy a home is not transferable with the sale or transfer of the mobile home. Homeowners are responsible for advising potential purchasers that they must submit an approved rental application before the sale of their home is consummated. The Resident further agrees that they will not assign, reassign or sublet the premises without prior written permission of Management. All prospective Residents must complete a Rental Application. A personal interview, criminal background check and credit analysis is also required of the prospective purchaser, assignee or transferee prior to a change in occupancy in the mobile home. Furthermore, prior to the transfer of possession of your mobile home, Management must inspect the site and the exterior of the home and must pass a resale inspection conducted by Management. The exterior physical appearance and condition of the mobile home and lot must be in "good condition" (windows, water lines, sewer lines, exterior siding, roofing, lawns etc.) prior to the home being listed for sale. All items needing attention must be corrected prior to Management's final authorization of resale (weather permitting). Two 18" x 12" "For Sale" signs may be placed outside the home.

Homeowners may employ the service of any licensed real estate agent to assist in home sales. Homeowners and/or their Agents planning to offer a home for sale in the community must contact the management office prior to sales activity, and convey the Community Rules & Guidelines to any and all prospective buyers.

Under no circumstances shall a Resident rent or sublet manufactured homes to any other party.

All rents, fees and deposits required of the homeowner or related to the home or site shall be paid prior to the resale or transfer of a home.

Security Cameras

No outside cameras may be mounted on the outside of the home that would disturb the peaceful enjoyment of the community by its residents or would be invasive to the expectations of privacy that residents of the community can reasonably expect. Cameras may be installed by Community Management in common areas only where the expectation of privacy is outweighed by the Community's security interests.

Security Deposit

A security deposit is due and must be paid upon signing of the Lease Agreement or the Election Not To Enter Into A Written Lease for the faithful performance of all terms and conditions of the Lease Agreement and Community Rules and Guidelines. The security deposit may only be used in accordance with MCLA 554.601 to 554.616. Residents shall receive no interest on said deposit. The name and address of the surety is CNB, 18 State Street, Pittsford, NY 14534.

Severe Weather Warning System

The warning system used by local government is a siren, located at the Fire Hall on Maybee Road. This Community does not have an approved severe weather shelter. Local government has not designated an approved shelter to serve this Community or other local residents.

Snow Removal

Snow and ice removal from sidewalks (including the common sidewalk along the road in front of Residents' homes), patio, decks, steps and other areas of foot traffic at the homesite is the responsibility of the resident. Resident shall indemnify and hold Management harmless should resident fail to remove snow and ice. Resident is responsible for cost of replacement of any concrete damaged from Resident's use of salt for snow and ice removal.

Standard of Conduct

Each resident and his guest shall conduct themselves in a manner in which will not disturb the peaceful enjoyment of the community by neighbors or other community occupants. Each resident and his guests shall conduct themselves in a manner of respect to the Community staff and its employees; harassment, threats, threatening behavior, physical or verbal abuse of other residents, guests or employees of the Community will not be tolerated and may result in violation issuance and/or eviction and/or banning from community property. Any offensive noise, (such as music, or vehicles) which disturbs the peace and enjoyment of the community residents, may result in a ban or restriction on the source of the disturbance, including eviction of the resident and/or his guests. Residents shall personally refrain from and forbid any other person on the premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part of the community premises. Excessive use of intoxicating substances; use of abusive or vile language; speeding, indecency or disorderly conduct will not be tolerated anywhere in the community by residents, their families or guests. Guests and occupants are held to the same standards of conduct as are residents approved for the community. Residents shall be responsible for the conduct of their guest and may receive a violation and/or eviction for the conduct of their guests and occupants.

Storage Shed

If there is any outdoor storage of any kind, a utility storage shed must be installed at the Resident's expense (one shed per home site). Resident is required to obtain written approval from Management before installing or altering current structure in accordance to local, county, or state building code. Sheds may not exceed 10' x 12'. Shed pads are to be cement or minimum 4x4 timbers of exterior treated wood. No particle or chipboard shall be allowed. Color is to match or attractively accent the mobile home. Sheds are to be kept in good repair at all times. All sheds shall be secured to the ground or permanent foundation with a minimum of two tiedowns, anchors, or anchor bolts per side at or near the comers of the shed and may not be placed within five feet of any mobile home. All toys, bicycles, tricycles, lawn care equipment, folding lawn chairs, garden tools, ladders, etc. must be stored in shed.

Trash Removal

- A. Trash must be kept in plastic or metal containers with lids, and stored at the side or rear of the home. Containers should have site or address numbers on them. Trash bags are not to be left outside the home. In the event Management must remove any kind of Resident rubbish, Management reserves the right to charge the Resident the additional fees for such removal at rates stated elsewhere in these rules.
- B. Rubbish is removed from the community on designated days (at the time of writing this day is Thursday). Resident is responsible for putting rubbish out at the proper pickup location. Rubbish is NOT to be set out until the afternoon before pick-up day. Resident is responsible for arranging for the removal of large, bulky and/or heavy items at their own expense by contacting Waste Management directly.
- C. Compost is permitted (such as grass clippings, leaves, small twigs etc.) are permitted within Management approved containers. Residents must immediately address and correct any complaints regarding odor, etc.

Tree Maintenance/Removal

- A. Trees are considered permanently attached to the property and, therefore, become the property of the Community.
- B. Normal maintenance and trimming of trees on resident's lots is the responsibility of the resident.

C. If a resident has reason to believe that a tree limb presents a dangerous condition within the community, they are to request the tree limb be removed by the community maintenance staff. This request is to be put in writing at the management office on-site. Community management will make the decision whether or not the limb will be removed at their sole discretion. Residents are not permitted to remove or cut down any tree on community property.

D. Trees will not be removed from the premises unless they are considered dangerous or diseased beyond saving. This decision will be at the sole discretion of the community's management. A resident may request that a tree be removed in writing at the on-site management office and in the event that the on-site management determines that the tree is to be removed, they must also obtain written authorization from the corporate offices of the Community.

Trespass

Residents trespassing through another homesite, home or exterior property structure is strictly prohibited. Management shall have the right of entry onto the home site for the purpose of repair and replacement of utility, and protection of the Mobile Home Community at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the Resident's quiet enjoyment of said leased premises. Management shall not have the right to access to a mobile home, unless the Resident's prior written consent has been obtained or, to prevent imminent danger to the occupant(s) of the mobile home or other Residents in the community.

Utilities

Clintonvilla residents are billed directly for water and sewer services at the same rate charged by the local county water and sewer district, and charges will be billed on a separate statement. All additional charges other than lot rent, including water and sewer charges, are considered rent, and failure to pay all charges could result in the disconnection of services and/or eviction procedures against the homeowner for non-payment. In cases where the community has shut off water and/or sewer service to any resident for reasons of non-payment, there shall be a \$25.00 disconnection and \$25.00 reconnection charge, which shall be paid prior to the community's reconnection of the service. Residents are responsible for weather proofing and maintaining water connections above ground level (i.e past riser and water meter) and may be held responsible for broken pipes, plumbing fittings and/or water meters above or below ground level due to frozen lines. Residents are also responsible to see that water usage is not abused by failing to repair plumbing leaks.

The community supplies adequate electrical power at the utility box for electrical supply to each unit of at least 100 amps. Residents shall be responsible for all permits, deposits and charges relating to such utilities. Should a home require an increased electrical current, the homeowner is responsible for any additional materials or labor to provide such.

Communications services, gas and electric are provided by and billed for by local suppliers.

The sewer system in this community is capable of processing normal everyday sewage volume, but is not designed to handle large volume of paper towels, disposable diapers, sanitary napkins etc. – please be responsible with your disposal of such items, as any damage caused by unacceptable or unreasonable items in the sewage system may be deemed to be the responsibility of the homeowner and billed for accordingly. No propane containers may be installed on the homesite.

Damage to a mobile home or its internal appliances due to electrical shorts or surges is not the responsibility of the community or its management staff, unless directly caused by their neglect or error. Tampering with or altering of community-owned utility property of any description is strictly forbidden.

Winterizing Home

A. A water supply protection device, such as heat tape, UL or similarly listed, shall be installed at the time the home is installed on-site to prevent the freezing of service lines, valves and riser pipes. It is the responsibility of the Resident to ensure that all proper anti-freezing devices are functioning, and that the skirting around the home is properly placed. **If freezing of any pipes within or under the home occurs, including water OR sewer lines, costs and repairs are the responsibility of the Resident.**

B. The winterizing of windows and doors must be achieved from the interior of the home. No plastic sheeting or films shall be installed on the exterior of the home.

C. No unsightly home insulation, such as straw, etc, shall be used.

SUMMARY

Please remember that these Rules and Guidelines are for the benefit of all residents of this Community and will continually be reviewed so as to maintain high standards. Any violations of these Rules and Guidelines will be considered a breach of the terms of Residency and may ultimately result in eviction from the Community.

THE OBLIGATION OF GOOD FAITH is imposed on both parties to these Rules and Regulations in both the performance and enforcement of the conditions contained herein. Any correspondence regarding Management's execution of these Rules and Guidelines may be directed to: Clintonvilla MHC LLC, 1080 Pittsford Victor Rd, Suite 202, Pittsford, NY 14534