

Maple Parks L.L.C.  
477 CHICAGO DRIVE  
Holland MI 49423

## RULES AND REGULATIONS

It is our purpose to provide you with the best in mobile home living and it is our desire to have a clean and attractive park where all are able to live in comfort. Only with the help and cooperation of all tenants is this possible. In order to maintain a high standard park, the following rules and regulations have been established for our mutual benefit.

### 1. MANAGEMENT

The landlord reserves the right to refuse admittance to the Park of any person, automobile, truck or mobile home. References will be required and may be checked before admittance. The applicants must be considered desirable and compatible with the other residents of the Park.

The Landlord may refuse to allow any lot to be occupied..

The Landlord may evict the Tenant for nonpayment of rent. If rent and other charges attributable to the Tenant's site or any of the persons residing at that site are not paid the third day of each month, a Seven~Day Notice to Quit will be served upon the Tenant. If the rent and charges are not paid within the time stated in the Notice to Quit, the Landlord shall seek a Judgment to Possession and the tenancy will be terminated upon failure to pay all rent, charges and costs due and owing within the time specified in the Judgment.

The Landlord may also evict the Tenant upon thirty (30) days notice for "just cause" as that term is defined by MCLA 600.5775. "Just cause" includes, among other things, a violation of the provisions of the Tenant's lease, if any is in effect, or of these Rules and Regulations.

In addition, "just cause" includes:

- (1) Failure to make timely payment of rent and other charges on three (3) or more occasions during any twelve (12) month period, for which a seven (7) day written demand for possession for nonpayment of rent has been served and the Tenant has failed or refused to pay the rent or other charges within the time period stated in the written demand for possession.
- (2) Use of the site or the Park premises for unlawful purposes.
- (3) Violation of any rules promulgated by the Michigan Department of Health under section 6 of the Mobile Home Commission Act, 1987 PA 96, MCLA 125.2306.

## 2. RENTS, FEES AND CHARGES

All rents are due and payable in advance on the first of the month, and are considered delinquent if not paid by the third of each month. The rent day ends at 6:00 PM. There will be a late charge beginning on the third day following the due date of \$2.00 per day. A \$30.00 charge will be made if any check is not honored by the bank. All charges due because of a bad check or late payment shall be considered grounds for eviction. (For charges, see additional information sheet on back page.)

## 3. MOBILE HOME INSTALLATION

Any mobile home brought into the Park for placement upon a lot shall be set up according to the Michigan Mobile Home Commission Rules: R125.1601.-1609, Rules 601-609; and the Park is not responsible for meeting these standards. Minimum mobile home requirement is 60' x 14'. All hitches must be removed immediately and stored beneath the home. Skirting and steps need to be approved by the Management and installed within 30 days.

Each mobile home located on the premises must be set up under the Landlord's supervision. A mobile home shall not be removed from the premises except under the Landlord's supervision. Any damage caused to a lot or roads will be paid by the home owner or party removing or placing the home.

Each mobile home must be equipped with at least one fire extinguisher with a minimum 2A-10-B-C rating, and at least one smoke detector, each of which shall be approved by a nationally recognized independent testing laboratory. Act No. 133 of the Public Acts of 1974, being section 125.77 1 And mobile homes, manufactured, sold, or brought into Michigan must be equipped with at least one fire extinguisher and one smoke detector.

## 4. MOBILE HOME MAINTENANCE

All mobile homes must bear the required yearly license, if any. It is the Tenant's responsibility to keep the exterior and all additions, improvements, etc. in good repair, clean and neat in appearance. All mobile homes and additions, raised patios, planters and steps must be washed at least once a year. The Tenant must provide for the safe and proper installation and operations of all appliances and equipment. Storage outside the mobile home is not permitted except in storage areas approved by the Park.

## 5. IMPROVEMENTS AND ADDITIONS

Since the Management desires to maintain an attractive Park at all times, it is required all improvements and additions to the mobile home and the lot, including the following listed improvements, be approved by the Management before installation begins:

Sheds, decks, steps, decorative fences, aluminum awnings, screened porches, cabanas, air conditioning units, play sets, etc.. No window air conditioning units, will be permitted unless they are approved by the Manager.

Any damage to the exterior of your mobile home must be repaired within 30 days. Only one shed is allowed per lot with a maximum size of 130 square feet. All utility buildings must be placed on concrete and additions must be approved by the Management.

TV and short-wave radio antennas must be approved by Management. No Satellite Dishes are allowed.

## 6. LOT MAINTENANCE

All lots remain under the direct control of the Management. The Tenant is responsible for maintaining their lot free of fire hazards, in a clean, well-kept, attractive condition including the front, sides and back of the Lot. If a lot is neglected, the Management, after giving the Tenant seven (7) days written notice, reserves the right to perform the needed work and bill the Tenant for these services. These billings become part of the Tenant's rent.

The Tenant is expected to keep his lawn mowed, edged, fertilized, trimmed and watered; the shrubbery trimmed and the yard groomed, cleared of debris, boxes, barrels, brooms, ladders and all trash. Only lawn and patio furniture is permitted outside of the home. The Management may determine that lawn spraying for weeds and fertilizer is needed, contract with a commercial firm, and charge the Tenant a reasonable fee.

Because of underground utilities, the Management must be consulted and approval be received in regard to any planting or digging of any nature.

Vacant lots are not to be disturbed.

Any alterations to the lot must be first approved by the Management and done at the Tenant's expense.

## 7. MOTOR VEHICLES

A limit of two (2) cars will be allowed per lot, without management approval. Trucks larger than 3/4 ton, additional cars, travel trailers, ATV, snowmobiles, boats, campers, etc., must be parked in the designated storage area or other areas approved by the manager. An additional charge may be applicable. (For charges, see Additional Information Sheet on back page.) No commercial vehicles may be parked or stored in the Park, except those doing service work in the Park. Any vehicle which causes a disturbance to other residents may be banned from the Park by Management.

The speed limit for all vehicles is 15 MPH unless otherwise posted. No unlicensed individual may operate a motor vehicle at any time in the Park. No immobile or unlicensed vehicles are to be kept in the Park or storage area. These vehicles will be towed away at the Tenant's expense.

Vehicle repair: There will be no major repairing, oil changing or mechanical work or spray painting of vehicles allowed, except in a Management approved area. Cars of guests must be parked in visitor parking areas. No parking is permitted within ten (10) feet of fire hydrants, if any. No parking is permitted on streets. No unlicensed vehicles are allowed in the Park. Vehicles making excess noise will not be allowed in the Park.

## 8. GARBAGE, TRASH, AND GRASS CLIPPINGS

Tenants are responsible to place all refuse in plastic bags or designated containers acceptable to Arrowaste. All such bags/containers must be stored in Tenant's shed, except on pick-up day, NOT OUTSIDE THE HOME. Procedures for refuse pick-up will be under the direction of the Management.

The Tenant is responsible for proper disposal of discarded items such as mattresses, appliances, furniture etc. The Park will not pick up these items. Tenants without sheds must have the Manager's approval to store refuse in garbage cans kept behind the home. No burning is allowed, including incinerators or burning barrels. Leaves must be removed from lawns and placed in containers or plastic bags, or hauled to appropriate disposal area.

## 9. RESPONSIBILITY AND LIABILITY

The landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the lot rented to the Tenant or for any loss or damages resulting to the Tenant or his property from bursting, stoppage or leakage of water, gas or sewer pipes. The Tenant agrees that the landlord shall not be liable for any damage or injury to persons or property occurring on the lot or anywhere in the Park, including the playground or recreational facilities of the Landlord, unless such damage or injury shall be caused by the negligence of the Landlord.

Residents are to have mobile home and contents insured for fire and liability, and shall provide proof of such insurance to Management if so requested.

## 10. CODE OF CONDUCT

Be as considerate of your neighbor's peace and quiet as you would have him be of yours. Disturbing noises are not allowed at any time. Quiet is required between the hours of 10:00 PM and 8:00 AM. Radios, TV's, CD players, and the playing of musical instruments must be kept low at all times so as not to annoy neighbors. Intoxication, disorderly conduct, profane language, boisterous parties, loud singing and talking will not be tolerated. All persons causing a

disturbance or being a nuisance may be required to vacate the Park.

Trespassing through another mobile home lot of property is PROHIBITED without expressed permission of that owner. The Management will not necessarily act as mediator in any neighborhood disagreements or arguments, and if there is any question as to whom the offender is, the Management has the right to request that all parties involved leave the Park.

## 11. UTILITIES

All water lines must be wrapped with heat tapes and insulated before October 31. All damages occurring from Tenant not wrapping a water line will be the responsibility of that Tenant, including costs incurred to repair the damaged lines.

Do not tamper with power pedestals or electric outlets.

Water and Sewer Service: your water and sewer service is included in monthly lot rental. All sewer lines above ground level are the responsibility of each mobile home owner. Sewer lines must be tightly secured so there will be no drainage on the ground. Do not place disposable diapers (Flush-a-Byes, Pampers, etc.) or sanitary napkins in your toilets. If you should flush these items down the toilet and sewer problems result, you will be responsible for the expense of repairing the damage.

Use of Water: Management encourages the use of water to maintain a healthy lawn. However, the Tenant shall not waste water nor allow hoses or lawn sprinklers to run unattended, or between the hours of 12:00 AM - 6:00 AM.

Leaky Faucets, Etc.: Allowing your water to run to prevent freezing is not allowed, and leaky faucets must be repaired immediately. Misuse of water for these reasons, or others, may result in an additional charge to the resident.

Gas services: Tenant is responsible for all Semco Energy bills incurred monthly. Management is not responsible for payment. If service is interrupted due to lack of payment, tenant shall be responsible for any costs incurred in reconnecting service, including late fees & interest.

Electric services: Tenant is responsible for all Zeeland Board of Public Works bills.. Management is not responsible for payment. If service is interrupted due to lack of payment, tenant shall be responsible for any costs incurred in reconnecting service, including late fees and interest.

## 12. PETS

AS OF JULY, 1989 NEW OR REPLACEMENT PETS WILL BE APPROVED FOR OCCUPANCY IN THE PARK. Prior to this date, one lap pet was allowed per lot, at a monthly fee of \$5.00. Pets are not allowed to run free, to be tied outside, or left unattended. When outside, they must be walked on a leash. Park lawns and common area ARE NOT to be used for walking pets. Pets should be walked on tenant's lawn only. Visitors' pets are not permitted.

In the event of a complaint, if investigation reveals complaints are warranted, one warning will be issued to the Owner. On the second justified complaint, the Owner will be required to dispose of the pet or vacate the home site.

Absolutely no pit bulls, Rottweiler's or Dobermans allowed in the park...This may apply to other breeds as well.....

Any pet may be removed at the request of the Management. No pit bulls or Rottweiler's for any reason will be allowed in the park. Other breeds may not be welcome.

ANY UNAUTHORIZED PET SHALL BE REMOVED IMMEDIATELY.

## 13. SOLICITING AND PEDDLING

No soliciting or commercial enterprise will be allowed in the Park. If you are contacted, please contact the Park manager.

No private business activity will be permitted in the Park by any tenant as the Park is not zoned for this.

## 14. FAMILY OCCUPANCY

Mobile homes within the Park shall be used for single family residential purposes only.

No more than four (4) persons per home at regular monthly charge. The charge for every additional occupant must be approved by management. The charge is \$50.00 per month.

## 15. OUTSIDE DRYING

No drying or hanging of laundry, towels, rugs or wearing apparel of any description on clothes lines is permitted outside the mobile home or on the carport or screen porch or anywhere in the Park except umbrella-type dryers that must be removed when not in use, or in designated drying areas.

## 16. RECREATIONAL FACILITIES

The recreation areas, playground and other facilities are for the use of Park residents and their registered guests. Please read and observe all posted rules in the recreational area.

## 17. VACATIONING

When residents are on vacation or away for any extended time and the mobile home is closed, they should leave a phone number and forwarding address at the Park Office in case of an emergency.

## 18. SALE OF HOMES

No homes are permitted to be sublet or rented out. Absolutely no subletting of rooms.

The tenancy to the mobile home site is not transferable from one tenant to another. The existing tenancy cannot be assumed by a new tenant.

The Management must be notified of any intent to sell a home and given thirty (30) days notice in writing of any intent to move. Otherwise, the following month's rent will be due and payable.

Tenants are permitted to sell their own homes and are permitted to display one "For Sale" sign. Said sign shall not be larger than 9" x 12" and may be displayed in the front window. No sign may be placed on the lot or on the outside of the home.

Tenants selling their homes cannot guarantee prospective buyers a home site in the Park. Any home sold by a Tenant to another must be removed from the Park unless the mobile home has been approved as set forth below, as meeting the requirements of these Rules and Regulations and unless, prior to purchase, the buyer has been accepted by management as a Tenant at the Management's sole discretion. All new Tenants must complete the Park Rental application, be approved by the manager, agree to all Rules and Regulations of the Park, and sign a Lease or Lease Waiver form before they occupy a home in the Park.

The following rules only apply if the Tenant wishes to have the mobile home to remain in the Park after the sale. If the Tenant intends to remove the mobile home, these rules do not apply.

All Tenants (Sellers) must have the mobile home inspected by the Manager, prior to the home being placed on the market, for compliance with the requirements of the Park's Rules and Regulations. The Park may charge a fee for the inspection of \$30.00.

A Tenant may not offer a mobile home for sale in the Park until Management has given written approval that the mobile home meets the requirements of these Rules and Regulations.

A Tenant shall not be allowed to sell the mobile home in the Park and have it remain in the Park unless each of the conditions below is complied with:

All water hookups and turn oils, utility connections, windows, exterior doors and parts thereof, must be fully operational and in good repair.

The mobile home must not distract from the general appearance of the park and the other mobile homes in the Park.

The mobile home and the site must comply with all Park Rules and Regulations and all municipal ordinances and state laws and rules in effect at the time of the sale.

#### 19. TENANT RENTING

The Tenant must hold legal title to the mobile home. The Tenant cannot assign its rental interest in the lot to another party.

The Tenant shall not sublet or rent the mobile home or any part thereof, or allow any other person or persons to occupy or use the premises.

#### 20. CHANGES IN RULES AND REGULATIONS

The Landlord reserves the right to amend these Rules and Regulations from time to time in order to continue to maintain a high standard park and in the mutual interest of the Landlord and Tenant. Such changes shall be posted in the Park office and a copy given to each Tenant not less than thirty (30) days before the date on which the changes become effective.

#### 21. LAUNDRY AREA (IF AVAILABLE)

If laundry facilities are provided, they are for resident's use only. Please leave the washing machines, dryers and laundry room clean. No tinting or dyeing in the machines please. If there is any malfunction of the laundry machines, please call the phone number listed on the machines or contact the Park office.

#### 22. AGREEMENT TO BOUND BY RULES AND REGULATIONS

The undersigned renter of space in Maple Parks, L.L.C., located at 477 Chicago Dr. Holland Mi. 49423 or the undersigned who is about to become a renter in Maple Parks has read, understands, and agrees to abide by the protective Rules and Regulations of Maple Parks L.L.C. set forth above.

#### 23. ZEELAND TOWNSHIP DOES NOT HAVE AN EARLY WARNING SYSTEM FOR SEVERE WEATHER INCLUDING TORNADOES. ZEELAND TOWNSHIP DOES NOT HAVE SHELTERS AVAILABLE. THERE IS A SHELTER ON THE



PARK PREMISES AT THE WEST SIDE OFFICE. KEYS ARE AVAILABLE  
UPON REQUEST. Revised 5/15/99

24. Space number \_\_\_\_\_ is being rented with the understanding that only  
\_\_\_\_\_ persons shall occupy the home thereon. Except for occasional overnight guests, no other  
occupants shall be allowed. This tenancy is month to month. Occupancy  
becomes effective on the \_\_\_ day of \_\_\_\_\_ 201\_\_\_. The parties have  
executed and received a copy of the Maple Parks Rules and  
received Regulations on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

Mobile Home Park Representative \_\_\_\_\_

Tenant (lessee) \_\_\_\_\_

25. LEASE AGREEMENT

I, \_\_\_\_\_ do not desire a one year Lease Agreement.

26. MOBILE HOME BUYERS AND RESIDENTS HANDBOOK

The Michigan Mobile Home Commission has prepared a booklet entitled The Mobile Home Buyers and Residents Handbook. Copies of the handbook are available at the Park office or through the Michigan Mobile Home Commission, 6546 Mercantile Way, P0 Box 30222, Lansing, MI 48909.

Emergency Number: 911 (Ottawa County Sheriff, Fire Department of E-Unit)

Rent Due Date: First of each month.

Late Rent Administration Fee: \$2.00 for each day after the 3rd of the month..

Charge for Returned Checks: \$30.00

REVISED 10/1/01

## **CRIME FREE RULES ADDENDUM**

**Notice: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act, If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.**

**In consideration of the execution or addition to the Park Rules of a dwelling unit identified in the Park Rules, Owner and Resident agree as follows:**

- 1. Resident, any members of the resident's household, guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance.*
- 2. Resident, any member of the resident's household, guest, or other person under the resident's control shall not engage in any act intended to facilitate criminal activities including drug-related criminal activity.*
- 3. Resident or member of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of the household, or a guest.*
- 4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance at any location within the park.*
- 5. Resident, any member of the resident's household, guest or another person under the resident's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, within the park or any breach of the park rules that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent serious property damage.*

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provision of this addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease.
  
7. *In case of conflict between the provisions of this addendum and any other provisions of the rules of the park, the provisions of the addendum shall govern.*
  
8. *This RULES AGREEMENT is incorporated into the rules executed in or in addition to, this day between Owner and Resident.*

Resident Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Property Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Name \_\_\_\_\_

PET REGISTRATION

Name of Park: \_\_\_\_\_

Date: \_\_\_\_\_

Resident Name: \_\_\_\_\_

Lot: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Pedigree: \_\_\_\_\_

Approximate: Height: \_\_\_\_\_

Weight \_\_\_\_\_

Color \_\_\_\_\_

Pet's Name: \_\_\_\_\_

County Tag No. or License: \_\_\_\_\_

Attach Picture Here

Requirements:

- All Pets will be properly registered.
- Absolutely No Pets allowed in Park without approval by management.
- A one time charge of \$50.00 will be added to monthly rental charge if unauthorized pet is kept in Park in addition to all other monthly charges.

Approved By \_\_\_\_\_

Owners Signature \_\_\_\_\_