



MY PLACE AT PEARL BEACH

COMMUNITY RULES & REGULATIONS

JULY 1, 2023

MY PLACE AT PEARL BEACH COMMUNITY RULES AND REGULATIONS

These Community Rules and Regulations have been adopted by **My Place at Pearl Beach** (the "Community") and are applicable to all individuals (the "Residents") leasing a manufactured homesite (the "Site") from the Community. These Rules and Regulations are intended to enhance the benefits of residing in the Community by promoting the convenience, safety and welfare of all Residents. If any rule is in conflict with the Site Lease Agreement, the provisions contained in the Site Lease Agreement shall be controlling.

FAIR HOUSING POLICY: It is the policy of the Community to offer equal housing opportunities to all qualified applicants. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtain housing based on race, color, national origin, religion, sex, familial status, handicapped status, or marital status.. This policy is the law and is consistent with our philosophy, objectives and practices. If you believe you are being discriminated against on the basis of any of the above criteria related to the leasing of a Site or approval of your tenancy, you should contact the Community Manager or the Community's Regional Vice President.

IMPORTANT TELEPHONE NUMBERS:

Community Office	(586)884-6935
After Hours Emergency	(586)884-6935
Fire Department	911
Police Department	911
Miss Dig	811

1. LEASES, APPLICATIONS & OCCUPANCY

- A. It is the specific policy and intent of Management and the Community that this Community be designated, operated and maintained for the use and benefit, and to meet the social and physical needs for persons fifty-five (55) years of age and older. Except as otherwise provided below, at least one Resident of every Site must be fifty-five (55) years of age or older and all Residents along with all Additional Occupants must be forty (40) years of age or older. In the event the oldest Resident of a Site dies or vacates the Site, the remaining occupants may continue as residents of the Community and occupants of the Site so long as eighty (80%) percent of the occupied Sites in the Community, including the Site occupied by the remaining residents, are occupied by at least one person fifty-five (55) years of age or older. Persons thirty-nine (39) years of age and under are not eligible for residency, but may be approved as an additional Occupant, with written approval from the Community. Persons thirty-nine (39) years of age and under may visit up to thirty (30) days within a twelve (12) month period.
- B. Every Resident and Authorized Occupant is required to allow Management or the Community to make a photocopy of his or her driver's license, birth certificate, passport, immigration card, military identification or other local, state, federal or international documentation as may convincingly provide evidence of his or her age. Every Resident and Authorized Occupants must verify his or her age in writing upon request by Management or the Community.

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- C. Although the Resident has agreed to lease a Site from the Community, before Resident may take occupancy of the Site, he or she must be approved for residence by the Community. In order to apply for residency in the Community, a Resident must:
1. Complete a Rental Application and pay the non-refundable application processing fee.
 2. Be approved for occupancy by the Community (credit and criminal background checks will be obtained).
 3. Sign a Site Lease and pay a security deposit, where applicable.
 4. Permit only authorized Residents (persons approved by the Community) to reside on the Site.
 5. Advise the Community of any changes to the information contained in the Rental Application. If any false or misleading information or statement is provided to the Community on the Rental Application or during the application process, the Community reserves the right to reject the prospective Resident. If the application is approved and the tenancy has commenced prior to the Community's discovery of the false or misleading information, the Community reserves the right to terminate the tenancy immediately.
- D. Each Resident agrees:
1. That Resident, all other occupants and all guests will comply with the Community Rules and Regulations.
 2. Resident will provide the Community with either a copy of the Certificate of Manufactured Home Ownership on which Resident is shown to be the owner of record or a copy of the validated receipt for the transfer of title to Resident.
 3. To provide the Community with the name of any lender that holds a security interest in the home, including subsequent changes in the secured party.
 4. That the home owned by Resident must remain owner occupied.

2. RENTS, LATE FEES & NSF's

- A. Rent Payments** - Monthly Site rent payments, water / sewer charges, and applicable state and local taxes which the Community is compelled to collect for each manufactured home site in the Community are due on the 1st day of the month, and must be made payable to **My Place Communities, LLC**. Payments are to be received at **PO Box 46399, Mt. Clemens, MI 48046-6399** with your address and Site # on your payment. All payments must be by check, automatic withdrawal, or certified funds. The Community Office is not authorized to accept cash. Payments can be hand delivered or mailed, please allow proper time for postal delivery.
- B. Late Fees** - Rent is deemed to be late if not received by My Place Communities by the end of the business day on the 5th day of the month for which the rent is due and a \$50.00 late fee will be charged to Resident. An additional \$30.00 late fee will be charged if the unpaid rent and initial late charge is not received by Community Management by end of business day on the 20th day of the month for which the rent is due. All late payments of rent must be in the form of certified funds. Community Management is not required to accept partial payments of rent or payments of late rent that does not include the Late Fee and other applicable charges.

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- C. NSF fees** - A \$45.00 fee, plus retroactive late fees, will be charged for all returned or NSF checks. Replacement payments must be with cashier's checks or money orders. Thereafter, the Community reserves the right to have all future payments made in certified funds.
- D. Court Costs** – If the Community commences legal action against a Resident based on the default in the payment of rent, Resident shall reimburse the Community for the expenses, including all filing fees, service fees and attorney fees, incurred by the Community as provided by law. Such expenses will become due upon the filing of the complaint.

3. OCCUPANCY LIMITS In general, the number of Residents occupying the Site shall not exceed two (2) persons per bedroom (based on original design of home situated on the Site). Guests may not stay in the home for more than fourteen (14) consecutive days or more than thirty (30) days during any twelve month period without first completing an Application for Additional Occupancy, submitting to a criminal background check and being approved as an additional occupant by the Community.

The Community reserves the right to reject an additional occupant for any reason not prohibited by law.

My Place at Pearl Beach is an age-restricted community (Age 55+ / Community for Older Persons). Therefore, the Community reserves the right to deny any Resident or Occupant under the age of 55.

4. RESIDENT CONDUCT

- A.** Residents are responsible for their own conduct, as well as that of their guests. Residents and guests shall conduct themselves in a fashion that ensures every Resident's comfort, peace of mind and quiet enjoyment of this community. Residents and guests shall comply with federal and state laws, local government ordinances and these Rules and Regulations. This includes compliance with any state or local curfew regulations.
- B. Noise** - Noise or unruly behavior that disrupts other Resident's quiet enjoyment of this community is prohibited. Such disturbances include, but are not limited to, loud stereo, TV, radio, and vehicle noise. This policy is always in effect.
- C. Loitering** - Loitering is not permitted within the Community or Community center.
- D. Trespassing** - Residents and their guests shall not enter, or pass through any other Site without the express permission of that Resident, including vacant Sites and sales display areas.
- E. Soliciting** - Soliciting is not permitted within the Community. With prior written approval of the Community, distribution of materials for religious, political or similar non-profit purposes is permitted between the hours of 9:00 AM and 5:00 PM on weekdays excluding all holidays may be permitted.

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- F. Weapons** - Weapons and all items purporting to look like or function as a weapon, including but not limited to guns (including BB guns, paint ball guns, air guns, stun guns and blow guns) tasers, knives, axes, swords, cross bows, bows and arrows, sling shots, brass knuckles and nunchucks, whether such weapon is concealed or openly carried, may not be brought into any common area within the Community, including but not limited to any common areas such as the clubhouse, sales office, mailbox areas, guest parking areas, and streets.
- G. Fireworks** - Discharging of fireworks, including sparklers, is absolutely prohibited at all times anywhere in the Community.
- H. Damage to Community** - Residents, occupants and guests are not to cause or allow any damage, misuse or neglect of the Home or Site, common areas or any amenities provided by the Community. Damages caused by the intentional actions of Residents, occupants or guests shall be considered just cause for termination of the tenancy. Resident will pay for all damages caused, whether caused by Resident, other occupants or guests of Resident. If Resident neglects or fails to repair or pay for such damages the cost of necessary repairs made by the Community will be deemed to be additional rent and due from Resident with the rent next due. Damage to the Community, or another Resident's personal property caused by the intentional actions of Residents, occupants or guests is just cause for termination of the tenancy.
- I. Curfews:** Curfews established by state or local law will be enforced by the Community.

5. HOME & SITE MAINTENANCE For the benefit of the entire Community, every Home and Site shall be maintained in an attractive, neat, clean and orderly fashion at all times. Resident's failure to maintain the Home and Site is just cause for termination of the tenancy. The following is required of all Residents:

- A. Boundaries** - The Sites do not have fixed boundaries or lot lines and the actual size and dimensions of your Site may be modified by the Community from time-to-time depending upon the size of the homes that may be installed on adjacent sites.
- B. Maintenance** - Each Resident is responsible for lawn mowing weekly and edging driveways and walks as needed. This also includes cleaning grass and weeds out of the cracks of sidewalks, patios and parking spaces. Grass is to be trimmed around all four sides of the home. Grass and yard clippings are to be mulched and not bagged. Grass and yard clippings are not to be blown onto streets or sidewalks. Residents shall maintain all plants, shrubs, trees, (including trimming of trees and removal of dead trees and branches) and concrete, except as provided below. Resident shall not remove any plant, shrub, or tree planted on the Site or any concrete without prior written consent of the Community. Residents shall keep the Site clean to maintain a well-cared for appearance. If Resident neglects to maintain the Site, the Community will notify Resident to take corrective action within a reasonable number of days after the date of the written notice. If Resident fails to bring the Site into compliance within that time, the Community may enter upon the Site and perform any and all necessary maintenance and Resident will be charged and billed for such site maintenance as provided in these Community Rules and Regulations, which charges shall be deemed rent and shall be collectable as additional rent at such time as the next monthly rent payment comes due.

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The Community reserves the right to increase the Site Maintenance Charges during the term of Resident's tenancy at the Community, however, Resident shall be provided thirty (30) days written notice of such change.

C. Rubbish - All refuse shall be kept in vermin proof, plastic containers that have tightly fitted lids. For larger items (such as furniture and appliances), Residents must contact the Community Manager to arrange for a special pick-up. This additional service will be billed directly to the Resident. No items shall remain outside, except on the day of pick-up including but not limited to receptacles which must be stored in Resident's shed.

D. Outside Storage: Outside storage is strictly prohibited.

1. Sites shall be maintained litter free at all times.
2. Resident shall not store any items outside the Home except in an approved storage shed and except as otherwise provided in these Rules and Regulations.
3. Storage is strictly prohibited beneath the Home, behind the Home, behind steps, behind or on decks and porches, etc.
4. All toys, bicycles, tricycles, lawn care equipment, folding lawn chairs, garden tools, ladders, building materials, boxes, etc. must be stored in a shed or garage when not in use.

E. Yard Furniture - Only furniture specifically designed for outdoor use may be placed on decks and patios. Resident shall maintain all outdoor furniture in a safe and attractive condition.

F. Yard Maintenance - Yard areas shall be:

1. All hose connections must have backflow preventers and washers installed in them to prevent water leaks.
2. Cleared of all leaves and debris.
3. Trees and shrubs are to be pruned as needed. Clippings are to be disposed of in designated areas approved by the Community Manager.
4. Flower gardens and vegetable gardens are permitted upon obtaining the Community's prior written approval.
5. Lawn ornamentation is to be kept to a minimum. The Community reserves the right to require the removal of items that the Community deems to be excessive or unsightly.
6. Sites shall be maintained so as to ensure that water does not enter, or accumulate under, the area below the Home.
7. Resident shall take necessary steps to ensure a rodent (and wild animal) free Home and Site.
8. Residents who fail to maintain their yard will receive a rule violation. If the necessary maintenance is not performed by Resident within the time specified, the Community may enter onto the Site and perform any and all maintenance and or terminate the tenancy. Resident shall reimburse the Community for the cost of any maintenance performed, which charges are deemed to be additional rent, due and payable with the rent next due. There will be a minimum one-hour charge for work performed by the Community or anyone hired by the Community. The hourly fees are stated on the Lease. The hourly fees may be increased upon 30 days written notice to Resident.

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G. Winter Maintenance:

1. Streets will be plowed by the Community following snow falls of 2" or more.
2. Snow removal of the Site driveway and walkways is the responsibility of Resident. Snow may not be blown or shoveled into the street.
3. Resident is responsible for the removal of any snow left mounded at the base of Resident's driveway or designated parking area by snowplows that clear the streets within the Community.
4. Snow fences, windbreaks and similar structures are not permitted, without prior written approval from the Community.
5. Holiday decorations must be removed no later than thirty (30) days following the end of the holiday.

H. Recreation and Athletic Equipment:

1. Portable basketball hoops are not permitted.
2. Skateboard ramps and rails are not permitted in the Community.
3. Swing sets are not permitted.
4. Molded plastic toddler swings and climbers will be allowed, one per household, from May 1st to October 1st only and must be stored for the winter season. Smaller toys, bicycles and similar items must be put away every evening to maintain a tidy appearance of the site at all times.
5. Sandboxes must be covered and are not to exceed 5' x 5' x 18" high.
6. No trampolines of any kind are permitted.
7. Only small wading pools (maximum size 6 feet wide x 12 inches deep) are permitted. Pool must be emptied when not in use and stored nightly. No hot tubs, spas, large pools or filtered pools are permitted.
8. No permanent gazebo structures are permitted. Portable canopies are only allowed on decks and patios if securely fastened.
9. No tents, whether screened or of a camping type, are allowed.

I. Decorative Flags –Residents may fly flags off their covered porches. No more than one (1) flag may be flown continuously on any Site. Two (2) flags are allowed during special events such as a sporting event. All flags must be in good condition and not allowed to fly if torn or tattered. Flags must be removed in high winds. Flags are to be tasteful in nature and the Community reserves the right to require the removal of any flag that is considered unsightly. All flagpoles must be approved by the Community in writing on a construction request form before installation.

J. Window Treatments: Only curtains, blinds or shades that are specifically designed for such use may be used as window treatments and must be maintained properly or replaced or repaired. Sheets, blankets, newspapers or any other substitutes are prohibited. Broken windows and screens shall be immediately repaired or replaced.

K. Yard Sales: Only Community approved yard sales are permitted.

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L. Miscellaneous:

1. Small quantities of cut firewood are permitted if neatly stacked 2' wide x 4' long x 4' high behind the home, and off the ground one (1) foot.
2. Clothes lines are not permitted. No towels, rugs, wearing apparel or other forms of laundry of any description may be hung outside the home.
3. Fire pits are allowed within the Community, only with prior written approval from the Community Manager, and according to the local ordinance.
4. No signs may be placed in or on the Site or in the Home without the prior written permission of the Community. Political yard signs are an exception. Two signs are permitted per site, with a maximum size of 18' x 24' per sign. The period of time that political yard signs can be displayed is governed by the local government ordinances. Please check with your Community office for details. Signs may not be placed on Community common areas, Community boulevards, traffic signs, or mail boxes.

6. HOMES, SHEDS, DECKS, & PATIOS

A. Installation

1. Resident shall obtain a Construction Request form from the Community and receive written approval prior to installing or removing any home, shed, deck, patio or other structure on a site. Local government approval may be required and must be presented to the Community manager prior to installing or removing any home, shed, deck, patio or other structure on a site.
2. Homes - Installation of homes is permitted only by contractors currently in full compliance with all licensing requirements. Appropriate installation permits shall be obtained from the Community, building inspector, or other local government official, and are the responsibility of the Resident and contractor.
3. The Community manager shall supervise the installation of all homes, and shall be given a minimum of seven (7) business days' notice prior to such an action.
4. Homes must be installed on the Site during regular business hours of 9:00 AM - 5:00 PM Monday to Friday.
5. Homes must comply with the Community written home specifications and all state and local building codes and regulations.
6. Approved skirting must be installed within 30 days of occupancy. Skirting must completely enclose the space beneath the Home, be properly ventilated and have access panels of sufficient size in the utility hookup areas. The color of the skirting is to match or attractively accent the exterior of the Home. Management reserves the right to approve all color choices. Steps must be constructed of a material approved by the Community in writing prior to installation and must meet all code requirements.
7. State approved tie-downs must be installed.
8. Hitches must be removed and stored under the Home.
9. A minimum of one outside water faucet is required.
10. Window air conditioners are not permitted within the Community, without the prior written approval from the Community.
11. Street address numbers shall be installed by the Community.

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B. Maintenance

1. All structures shall be properly and routinely maintained (including exterior painting) and kept in a neat, clean and orderly fashion. Structures sustaining damages shall be repaired within 60 days from the date the damage occurred.
2. Homes must be leveled, blocked and anchored per manufacturer's recommendations and HUD Guidelines. Homes must be releveled as needed per the manufacturer's recommendations.
3. Plumbing leaks, such as leaky faucets and running toilets must be repaired as soon as detected.
4. Homes, carports and sheds are to be maintained in a clean and attractive appearance.

Sheds – A shed may be purchased and erected on the Site, but only if Resident obtains prior written approval from the Community after completing and submitting a Construction Request Form to the Community Manager, which satisfies all applicable terms and conditions, and the Resident does not already have a shed located on the Site. All sheds must comply with all applicable Community requirements and all applicable laws. Resident must ensure that the storage shed is kept in good condition and repair. If rusting or rotting occurs, the shed must be repaired, painted or replaced. The storage shed is only to be used to store hand tools, lawn mowers, patio furniture, bicycles, toys and other such similar property. No storage of any kind outside the home or the shed is permitted. The only exception to this paragraph is patio furniture (table and chairs) and grills. These exceptions must be neat in appearance and kept in good condition and repair at all times, and used in accordance with these Rules and Regulations. No water or electric service may be installed in, on or around the shed without the Community's prior written approval. If the shed or any other improvement has to be moved for any repair to the Home or the Site, the shed will be moved at Resident's sole expense. Only one (1) storage shed per site is permitted. Only preapproved (in writing, by the Community) designs and materials may be used. The maximum size of the shed shall not exceed 100 square feet. The roof peak on the shed shall not be greater in height than the eaves on the Home. All sheds must comply with the Community's written home specifications which are available at the Community office.

C. Decks & Patios - All such structures shall be built in full compliance with the Community's written home specifications, along with all state and local building codes and governmental regulations. In addition, all such structures shall be constructed in a professional manner. Construction design must be visually pleasing, and match the Home. Railings must be constructed of vinyl or wood and meet building code specifications. Solid walls/railings are not permitted. Detailed drawings and complete specifications including colors must be provided to Community Management for approval prior to construction.

D. Fences - Fences may not be installed around or upon the Site.

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E. Miscellaneous

1. No antenna shall extend more than 4' above the roof line of the Home. This includes, but is not limited to, television, CB and HAM radio antennas.
2. Satellite dishes, no greater than 1 meter in diameter, may be installed in accordance with the FCC regulations. However, prior to installation the Resident is required to get written approval from the Community Manager, as to the location of the dish on the Home or Site. The Community will not be unreasonably restrictive with the location of the dish. Whenever possible, the satellite dish shall be placed on the roof of the Home in an inconspicuous location not visible from the street.

7. IMPROVEMENTS & ALTERATIONS

A. Prior Written Approval - Residents shall not make any exterior improvements or alterations to the Home or the Site without the prior written approval of the Community, whether the work is to be performed by Resident or a licensed contractor. Construction Request Forms are available at the Community office. Resident must provide the Community Manager with a sketch (to scale) of any proposed improvement, including but not limited to decks, awnings, and sheds. Examples of improvements and alterations which require Community approval include, but are not limited to:

1. Painting, or otherwise changing, the exterior surfaces of a Home or shed.
2. Installation of, or modification to, improvements such as decks, driveways, carports, and sheds.
3. Construction of, or modification to an enclosed porch, sunroom, 3-season room or screen room which is not used for living purposes (collectively referred to as "Seasonal Room").
4. Construction of, or modification to any addition(s) to the Home which will be used for living purposes (hereinafter referred to as an "All Season Room").
5. Landscaping projects (including removal of trees and shrubs), and any other activities which require digging. Resident must call Miss Dig before any digging on the Site or in the Community.

B. Underground utilities - Prior to commencing construction, Resident is responsible for contacting utility companies regarding the location of underground utility lines. Resident is liable for any damage caused to underground utilities.

C. Building Permits - In addition to obtaining the prior approval of the Community, Resident shall obtain necessary permits from the local government and provide copies to the Community. Upon completion, Resident shall obtain a certificate of occupancy from the local government, if required, prior to occupancy and provide a copy to the Community.

D. Contractor's license & insurance - Prior to commencing construction, Resident must provide the Community with a copy of a valid state contractor's license and proof of insurance if Resident is not performing the work personally. All projects shall be completed by licensed contractors within 30 days after work commences.

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- E. Failure to obtain prior approval** - If Resident makes any improvements or alterations without first obtaining required building permits and/or the written approval of the Community, including without limitation, construction of or modification to a Seasonal Room and/or All Season Room, the Community may require Resident to remove the improvements and alterations at Resident's sole cost and expense.
- F. Seasonal Rooms** – Seasonal Rooms shall not be used for living purposes and as such shall not be heated and shall not contain plumbing, plumbing fixtures, appliances, fireplaces, portable heaters, beds or sleeping quarters. Seasonal Rooms shall be constructed not less than ten (10) feet from any adjacent home or the home's attached or detached structures.
- G. All Season Rooms** – All Season Rooms are permitted provided Resident must comply with all of the Community Rules and Regulations regarding Home Installation and Maintenance along with all applicable state and local government requirements including but not limited to set back requirements.
- H. Taxes and Assessments** – Resident shall be responsible for all real or personal property taxes assessed by the taxing authority as a result of any improvement or alteration to the Home or Site.

8. MOTOR VEHICLES Residents and guests shall observe the following guidelines and restrictions. Violations may result in vehicles being towed at owner's expense.

- A. Registration of all vehicles** - Residents shall register all vehicles regularly kept in the Community. Information to include: Make, model, year, color and license plate number. Community Decals, if required, must be displayed on all registered vehicles.
- B. Number of Vehicles** - Only two (2) vehicles per Site can be registered and parked in the Community. Only Resident owned vehicles are permitted to remain in the Community.
- C. Speed limits & traffic signs**- All vehicles operating within the Community must strictly abide by the posted 10 MPH speed limit and all other posted traffic signs.
- D. Condition of vehicles** –
 - 1. All vehicles must be currently licensed and operable, have a functioning muffler, and the exterior condition or appearance must, in the Community's sole discretion, look respectable and appropriate to the Community. Vehicles which are not operable or which do not have an acceptable appearance will be towed at Resident's expense with one (1) 24-hour notice. The Community is not responsible for any damages which may result from the towing of the vehicle unless the injury or damage is caused by the sole negligence of the Community.
 - 2. Vehicles may not be covered with tarps or car covers at any time.
 - 3. Any vehicle dripping oil, gasoline or other automotive fluids must be repaired immediately. All leaks must be cleaned up by Resident or the Community will do so after notification to Resident and Resident will be charged the actual costs of a complete cleanup of such leaks, including the replacement of damaged asphalt or concrete if applicable.

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E. Vehicle repairs & maintenance - Only minor maintenance such as changing spark plugs, belts or tires, may be carried out at the Site or in the Community. The repair or replacement of exhaust systems, brakes, oil changes, rebuilding of engines, etc. is strictly prohibited in the Community. Under no circumstances shall automotive fluids be dumped into the sewer drains. Vehicles may be washed at the Site except during times of water restrictions.

F. Parking -

1. Vehicles may be parked only in assigned parking areas or in/on individual driveways. Street parking is permitted within the Community. Parking is not permitted within 15 feet of any fire hydrant. All wheels must be on the paved surfaces. Parking is not permitted on vacant lots.
2. Residents shall not use visitor parking spaces for personal use.
3. Vehicles illegally parked or which are left unattended in guest parking areas for an extended period of time will be towed out of the Community at Resident's expense.

G. Motorcycles - Licensed motorcycles and mopeds are allowed to operate only for transportation in and out of the Community. Motorcycles and mopeds must be adequately muffled. Joy riding within the Community is not allowed. Motorcycles are to be parked in Resident's assigned parking space or they may be stored in Resident's shed. Parking elsewhere is prohibited.

H. Recreational Vehicles - Vehicles such as snowmobiles, ATVs, snowmobiles, go-carts, mini-bikes and motorized or battery operated scooters may not be operated within the Community. Boats, trailers, campers, and RV's, along with similar recreational vehicles, cannot otherwise be brought into the Community or parked at the Site, with the sole exception of a 24-hour period not more than one time per week for purposes of cleaning or preparing the boat, trailer, camper or RV for use. The Community has no obligation to provide special parking areas for recreational vehicles.

I. Trucks - Vehicles with a load capacity in excess of 3/4 ton, dual wheel, stake or tow trucks, or service vans, pick-up trucks or vans with unsightly service equipment cannot be parked on any Site or in the Community parking areas. Trucks of this description are only allowed in the Community for servicing the Community or its Residents.

J. Golf Carts – A maximum of one (1) golf cart is allowed to operate upon the roads and parking areas of the Community. The golf cart must be stored on the Resident's individual driveway or in the shed when not in use.

9. UTILITIES

A. Sanitary Sewer - Resident is responsible for having the Home on the site connected to the sewer line, as well as the subsequent maintenance of that connection. This connection must conform to State code. Garbage, coffee grounds, disposable diapers, flushable wipes, baby wipes, feminine hygiene products including sanitary napkins, cooking grease, rags, socks, clothing, bleach, hair, dental floss, motor oil, automotive anti-freeze or other such items that may clog the sewer lines shall not be permitted to enter the sewer system. Resident is responsible for sewer line repairs caused by the above mentioned items.

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B. Water, Gas and Electric Lines - Resident is responsible for having the home connected to the water, gas and electric lines, as well as the subsequent maintenance of those connections. All connections must conform to State codes. The Resident is responsible for repairs to these lines that occur above ground and repairs required underground due to digging without the Community's approval. Residents are not permitted to tamper with utility meters or equipment.

C. Heat Tapes, Insulation and Water Risers - Resident shall insulate and add heat tapes to all water lines that are exposed to freezing temperatures, extending at least two (2) feet below ground level, including the water riser, water supply shutoff valve, and water meter. The water crock must be insulated and positioned under the home. These Resident obligations must be checked every fall season as heat tapes need periodic replacement. All repairs to the meter, risers, or pipes damaged due to Resident's faulty heat tape or lack of maintenance, will be charged to Resident.

D. Utility Expenses -

1. Resident shall pay for water, sewer, natural gas, electricity, telephone, cable TV, and internet services.
2. Water and sewer charges shall be deemed to be additional rent, due and payable to the Community or its authorized metering or billing agent and subject to all fees and late charges for collection.
3. Resident's failure to pay a utility bill for natural gas or electricity which results in the shut off or threatened shut off that utility, or Resident's failure to commence in Resident's name natural gas or electric utility service, shall be sufficient reason for the Community to terminate the tenancy.
4. Residents are urged to conserve water by checking and repairing leaky toilets, sinks and other water lines on a regular basis. Residents are not to leave the outside spigot running unattended and must obey all state laws and local ordinances regarding water restrictions.

10. ON-SITE RESALE OF HOME The right to occupy a home on the Site is not unconditionally transferable with the sale or transfer of the title to the manufactured home. To ensure that the purchaser(s) of your home, if you decide to sell it, will be permitted to keep and occupy the home on the Site, the following criteria must be met:

A. Sale of Home and the Community's Right of First Refusal to Purchase - Resident has the right to sell his/her Manufactured Home while such home is located in the Community in accordance with the terms of these Rules and Regulations established from time to time by the Community along with the Site Lease; provided, however, Resident shall give the Community the first right of refusal to purchase Resident's Manufactured Home. Any purchase agreement entered into by Resident must disclose to the prospective purchaser the existence of the Community's rights under this paragraph. Upon receipt of a fully executed purchase agreement for the sale of Resident's Manufactured Home (the "Purchase Agreement"), Resident must give the Community written notice of the Purchase Agreement with a copy of the Purchase Agreement attached (the "Notice").

**COMMUNITY RULES AND REGULATIONS
RESIDENT-OWNED HOMES**

The Community shall have ten (10) days following its receipt of the Notice (the "Option Period") to elect to purchase Resident's Manufactured Home upon the same terms and conditions set forth in the Purchase Agreement. The Community's election to purchase the Manufactured Home shall be made by written notice thereof to Resident prior to the expiration of the Option Period. In the event the Community does not elect to purchase Resident's Manufactured Home, Resident is permitted to sell the Manufactured Home provided the sale is consummated in strict accordance with the Purchase Agreement (including the closing date set forth in the Purchase Agreement) and the sale occurs within 90 days after the expiration of the Option Period. If the sale of the Manufactured Home by Resident does not timely occur, then the Community's right of first refusal shall reapply to any further sale of Resident's Manufactured Home. The Community may seek injunctive relief to enforce this provision if Resident fails to strictly comply and any Purchase Agreement or sale entered into violation of this provision shall be null, void and of no force or effect.

NOTICE: Resident understands and agrees that the Community has a right of first refusal which Resident must abide by should Resident sell his/her Manufactured Home.

- B. Resale Inspection** - The exterior physical appearance and condition of the Home and Site must be in good condition (windows, exterior siding, lawns, etc.). Therefore, prior to listing the Home for sale, you are required to have the Community inspect the exterior of your Home and the Site to ensure that they are in compliance with the current community standards regardless of the condition of the Home when initially purchased by Resident. The fee for the inspection is \$30.00 which must be paid prior to the inspection. The inspection is valid for one hundred twenty (120) days and, if your home is not sold within that period, a supplemental inspection is required. All items that need repair or correction must be completed, weather permitting, prior to the Community's final authorization of resale. The Community does not inspect the interior of the Home or the anchoring system, nor does the Community warrant that the anchoring system is properly installed or suitable for the particular home.
- C. For Sale signs** - Two 18" x 24" For Sale signs may be placed inside the windows of the Home or on the exterior of the Home. Faded, torn or unsightly signs must be replaced or removed.
- D. Community Approval of Purchaser** - If the Home is to remain on the Site, the purchaser must meet with the Community Manager and be approved for residency PRIOR to the closing on the sale of the Home. If a purchaser occupies the Home without first having obtained Community approval for residency and without first signing a lease, the purchaser shall be deemed to be a trespasser and will be evicted from the Community. The Community will not knowingly accept rent from a trespasser.
- E.** If a home is sold in violation of these rules, Resident will remain responsible for all site rent and other charges which may accrue, regardless of whether Resident continues to occupy or hold title to the Home.
- F.** Any improvements or additions to the Home or Site, including but not limited to, carports, sheds and decks, which are to remain on the Site following an on-site sale of the Home, with the exception of landscaping and concrete pads (which shall remain under the Community's ownership at all times), must be sold and ownership transferred to the purchaser.
- G.** Any rent proration is between seller and purchaser.

**COMMUNITY RULES AND REGULATIONS
RESIDENT-OWNED HOMES**

11. INSTALLATION / REMOVAL OF HOMES

- A. The Community reserves the right to approve any home before it is permitted to be placed in the community. Resident agrees that the Home shall comply with the Community's written home specifications and shall be installed on the Site in accordance with the Community Rules and Regulations and the manufacturer's installation specifications. The Community has the right to supervise the installation and removal of the Home in order to protect Community property or the property of other Residents, occupants or guests. Resident will pay the Community for all damages caused by the installation or the removal of the Home and accessories.
- B. Resident must notify the Community of Resident's intention to remove the Home from the Site and to terminate the tenancy at least thirty (30) days in advance of the date of removal. The notice must be in writing. Resident's failure to properly notify the Community will result in Resident's continued liability for rent for the thirty (30) day period following either the Community's receipt of such notice or the actual removal of the Home, whichever occurs first. The removal of a Home by Resident prior to the expiration of a lease term may result in the Resident's continued liability for rent until the expiration of the lease term or until the Community is able to lease the Site, whichever occurs first.
- C. If the Community is required to remove Resident's home from the Site for any reason, including but not limited to Resident's abandonment of the Home or the Community's right to remove the Home pursuant to an Order of Eviction, Resident shall be responsible for all expenses incurred in removing the Home or other property from the Site.

In addition to the thirty (30) day notice requirement above, a home may be moved in or out of the Community as the Community and Resident shall reasonably agree. To protect the health, safety, and welfare of the other Residents, the Community's written consent must be obtained prior to any move of a home. The request for any such consent to move the Home shall be delivered at least seven (7) days before the time Resident proposes to move the Home.

- D. Before moving a home into or from the Community, Resident must provide the Community with the name, phone number, and proof of insurance from a licensed hauler or installer. The insurance shall include workers' compensation, property damage, and liability coverage in an amount not less than \$1,000,000.00. The insurance shall name the Community as an additional insured under the liability coverage. Resident shall be responsible for, and agrees to indemnify the Community for, any injury or damage that may occur in the Community which is caused by Resident or Resident's agents. In the event Resident fails to comply with the terms and conditions contained herein, the Community may seek injunctive relief to enforce this provision.
- E. The Home may only be installed or removed between the hours of 9:00 am and 5:00 pm, Monday through Friday, except on holidays, when no removal may be performed.

12. RECREATION & COMMUNITY FACILITIES Such facilities are provided for the benefit of all Residents and their guests. Rules and regulations, if appropriate, shall be posted at each facility.

COMMUNITY RULES AND REGULATIONS
RESIDENT-OWNED HOMES

13. ANIMALS

- A. A maximum of two (2) pets are permitted per Site. All animals must be specifically approved by the Community, in writing and **prior to Resident's acquisition of the animal**. Only non- aggressive breeds are permitted. Exotic animals and certain breeds of dogs, such as Pit Bulls, Staffordshire Terriers, Dobermans, Chows, Akitas, Alaskan Malamutes, Huskies, Alsatians, German Shepherds, and Rottweilers, including mixed breeds, crossbreeds, or hybrids that display any of the characteristics of a prohibited breed, and any other animal which is considered by the Community to be vicious, will not be approved by the Community and may not be brought into the Community.
- B. Residents who want to acquire an animal are to complete and submit to the Community an Animal Application. If the animal is approved, Residents must comply with all the terms contained in the Animal Agreement. Resident's failure to comply with the terms of the Animal Agreement will result in the loss of animal privileges or termination of the tenancy. Animal Applications are available at the Community Office.
- C. Residents may not "animal/pet sit."
- D. Animals that die, or are otherwise removed from the Community, may not be replaced without the Resident first submitting a new Animal Application to the Community and receiving the Community's approval for the replacement animal. The new animal must conform to all terms of the Animal Agreement in use at the time the Animal Application is submitted by Resident.
- E. Assistance animals are permitted as a reasonable accommodation under fair housing laws. A Form to Request a Reasonable Accommodation must be submitted to the Community **prior to bringing an assistance animal into the Community**. The Community is permitted to require proof of the disability and the necessity for the requested accommodation before consenting to the presence of an assistance animal. Resident must also agree to comply with the terms contained in the Animal Agreement, with the exception of pet fees and deposits.
- F. If the animal approved by the Community is a cat (defined as a feline species over the age of 3 months), the cat must be spayed or neutered with written proof to the Community. Cats shall not be allowed outside in the Community unless on a handheld leash in compliance with these Rules and the Animal Agreement and must be kept under the control of Resident at all times within the Resident's Home.
- G. All dogs that have been approved by the community and are outside of the residents home, must ALWAYS be on a handheld leash when out in the community walking around and under the supervision of the owner at all times. No dogs are allowed to be outside of their home without a leash on them at any given time. If complaints are made or dogs are seen outside without a leash the owner of said dog will receive a rule violation for not complying with the Rules and Animal agreement.
- H. If Resident is found with having a pet, before the pet has been approved by the Community, there will be a **\$200 rule violation fee due immediately, which will be deemed as additional rent**.

14.COMMERCIAL ACTIVITIES Commercial activities within the Community are prohibited unless specifically approved of in writing by the Community.

**COMMUNITY RULES AND REGULATIONS
RESIDENT-OWNED HOMES**

15. RIGHT OF ENTRY The Management shall reserve the right to enter onto any site to inspect, repair or make alterations or additions to the Site or the utilities situated on the Site, or for the purpose of protecting the Community. The Community may enter onto any site at all reasonable times, but not in such a manner or at such a time as to interfere unreasonably with the Resident's quiet enjoyment. The Community shall have no right to enter a resident-owned manufactured home, unless the Resident's prior written consent has been obtained or, if such written consent has not been obtained, to prevent imminent danger to the occupant(s) of the home, their pets or other Residents of the Community or to the property of the Community.

16. ENFORCEMENT OF RULES Every effort will be made by the Community to ensure that the Community Rules and Regulations are enforced and that the quiet enjoyment and comfort of all Resident's is not disturbed. Ignorance of the contents of the Rules will not be an accepted excuse for non-compliance. Failure by the Community to enforce any provision of these Rules does not mean that the Community has waived or given away that right.

17. HOMEOWNERS INSURANCE Resident must maintain a liability insurance policy in sufficient amounts (but not less than \$50,000.00 or such higher amount if required by applicable laws or contracts), naming the Community as an additional insured and as an "interested party." Resident must furnish a copy of the policy to the Community annually, upon the renewal of the policy. The Community is not an insurer of Resident's person or possessions nor is the Community an insurer of the liability or actions of Resident.

18. THE MANUFACTURED BUYER'S AND RESIDENT'S HANDBOOK A manufactured home Buyer's and Resident's Handbook shall be provided by Community Management to prospective Residents at the time an application for residency is signed. Additional copies of the handbook can be accessed at: www.michigan.gov/documents/dleg/dleg/_bcc_mfhm_buyers_residents_handbook_267716_7.pdf

My Place at Pearl Beach

I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THESE COMMUNITY RULES AND REGULATIONS. I UNDERSTAND THAT ANY FAILURE TO STRICTLY COMPLY WITH THESE RULES AND REGULATIONS MAY RESULT IN THE TERMINATION OF MY TENANCY.

THESE RULES AND REGULATIONS GO INTO FULL FORCE AND EFFET AS OF JULY 1ST, 2023