

Rudgate Communities

**Rudgate Manor, Rudgate East and The Estates,
Rudgate Clinton and the Estates,
Rudgate West, Rudgate Silver Springs,
and Rudgate Hunters Crossing**

We welcome Residents who will be considerate and will cooperate with both the Management and other Residents. To allow us to provide Resident benefits in a Community living environment, this set of Guidelines and Rules has been established.

For the purpose of this document, the term Resident and Lessee may be used interchangeably to satisfy certain legal requirements and responsibilities. Violation of Guidelines and Rules by one Resident (occupants or their guests) may result in the eviction of all occupants of a home.

Keep in mind that certain living conditions (i.e. close proximity to neighbors, children, pets, etc.) should be taken into consideration prior to making application to our Communities.

We ask you, the Prospective Resident or approved Resident, to read these Guidelines and Rules carefully, share them with those in your household (and guests) and, if you have any questions regarding interpretations, please discuss them with Community Management.

Upon orientation each Lessee must sign an acknowledgment that he/she has received and read a copy of the Community Guidelines and Rules as set forth herein and any amendments thereto. By signing the acknowledgment, Residents agree to abide by the Community Guidelines and Rules and all state, county, and city, village/township laws and ordinances. Residents failure to comply with the Guidelines and Rules may result in the termination of tenancy as provided by the law. MCL 600.5775 (2)(a)(c)(e)

The Manufactured Housing Commission (MHC) developed a Home Buyer's and Resident's Handbook which is available at the Community Office or by calling (517) 241-6300 or writing the MHC at 6546 Mercantile Way, PO Box 30222, Lansing, MI 48910.

Rudgate Manufactured Home Communities is pleased to offer its Automatic Rent Payment Plan. This program has been initiated to allow the Residents to pay their rent electronically. By completing this application, the Resident gives Rudgate Manufactured Home Communities the authority to withdraw the rent payment directly from their bank account. This assures that the rent will be on time and avoid any late fees.

Q. What day will the rent be deducted from my account ?

A. The rent will be withdrawn from your account on the 5th of the month, unless it falls on a holiday or weekend, then the deduction will be on the following business day.

Q. How do I request discontinuance from the Automatic Rent Payment Program ?

A. The request must be in writing and received by your Community Office 10 business days before the rent is going to be withdrawn from your account. Please include your site number.

Q. What happens if I don't have the money in my account on the day the rent is withdrawn ?

A. It is treated the same as a NSF check. A \$35 NSF fee and a \$40 late charge is applied to your account. Rudgate will not attempt a second withdrawal from your account. You must make payment directly to the Community Office. Two NSF's within a one-year period can result in removal from the Automatic Rent Payment Program.

Q. What happens if I have unforeseen circumstances or special considerations?

A. Please contact the Community Office as soon as possible. In most cases, Rudgate will be able to accommodate your request. If we are unaware of your circumstances, we can't help.

If you have any suggestions or concerns about the program, please contact your Community Office.

Join the Rudgate Communities

Automatic Rent Payment Plan

and you'll always be on time

* No Checks * No Postage * No Late Payments * No Hassles

I authorize Rudgate to deduct my rent payment from the checking or savings account listed below. I understand that I control my payments and if, at any time, I decide to discontinue this payment service, **I will notify the Rudgate Community Office in writing !**

Name _____

Address _____ Site # _____

City/State/Zip _____

Mailing Address (if different) _____ City _____ State/Zip _____

Daytime Phone (_____) _____

Signature _____ Date _____

THIS FORM CANNOT BE PROCESSED WITHOUT YOUR SIGNATURE !

Name of Financial Institution _____

ABA/Routing Number _____ - _____ - _____
(9 digits on bottom of check)

To ensure the correct account number is used for this electronic payment and to obtain the ABA/routing number, please contact your financial institution.

Checking Account # _____ OR

Savings Account # _____
(ENCLOSE VOIDED CHECK)

SITE # COMMUNITY NAME YOUR STREET ADDRESS

Participating Companies:
Rudgate Village (Manor)
Rudgate East and The Estates of Rudgate East
Rudgate Clinton and Clinton Estates
Rudgate West
Rudgate Silver Springs
Rudgate Hunters Crossing

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Welcome to Rudgate Communities

Office Hours

All Community offices are open daily from 9:00 am to 5:00 pm. Specific lunch and evening hours are found in a handout Residents are given during orientation. In most cases, the Community Building will be closed on holidays or other special occasions. These changes are always posted on the Community Building door a few days in advance of these special occasions or found in our Community newsletters.

Fair Housing Policy

It is the policy of Management 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 based on race, color, national origin, religion, sex, familial status, handicapped status, marital status or age, to obtain housing. This policy is the law and is consistent with our philosophy, objectives and practices. If you believe that you are being discriminated against, you may contact the US Department of Housing and Urban Development.

Enforcement of Guidelines and Rules

Resident agrees that he/she, as well as all other occupants residing in their home and all of their guests, will abide by the Community Rules and Regulations. Fair and equal application of these Guidelines and Rules is the committed responsibility of the RUDGATE COMMUNITIES. Failure to comply with the Rules and Regulations may result in the termination of residency as provided by law.

A Resident who violates a rule or causes an intentional physical injury or damage to Residents or property may be contacted by means of a visit, a telephone call, a letter, or a Notice to Quit. If the infraction is not corrected or if the violation is repeated, eviction proceedings will be filed. Management is the sole judge of cause for such action. Ignorance of a Guideline and Rule cannot be accepted as an excuse for a violation.

We encourage Residents to make every attempt to resolve any neighbor disputes among themselves prior to contacting Management. If, however, these attempts are not successful, Residents may submit a complaint to Management. ALL complaints MUST be submitted to the Community Office in writing, must be legibly signed and dated, and must be written by the lessee/s. Upon receipt of a written complaint, Management will contact both Residents in an effort to resolve the matter. In some cases, mediation may be available to help with your concerns.

Amendments to Guidelines and Rules

Rudgate Reserves the Right to revise, amend or modify the contents of these Guidelines and Rules. Residents will be notified of any Guidelines and Rules revision thirty (30) days prior to the date that the revision or addition becomes effective. A copy of the revision or addition also will be posted in the Community Building. It is understood that the distribution of the revision or addition to the Guidelines and Rules to each home site and/or the posting of same in the Community Building will be sufficient notification. Rudgate is not responsible for any failure by the postal delivery service to deliver any mailing requiring minimum notification.

Conduct and Just Cause Termination of Tenancy

Residents must respect the rights of others in the Community. RESIDENTS ARE RESPONSIBLE FOR THE ACTIONS OF THE OTHER OCCUPANTS IN THEIR HOME (INCLUDING CHILDREN) AND ALL GUESTS, INVITEES, AND PETS, AS PROVIDED BY LAW. Residents are required to abide by all federal, state and local laws and ordinances. Curfews established by State or local law must be observed in the Community.

Radios, televisions and stereos that are played excessively loud, as well as shouting, threatening and abusive language or other disturbing noises are not permitted within this Community. Interference with the quiet enjoyment of the other Residents of the Community is Just Cause for Termination under MCLA 600.5775. Just Cause Terminations include, but are not limited to the following:

- A. If Resident, a member of Resident's household or other person or guest, whether or not such person is under 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;
- B. If Resident, a member of Resident's household or guest, whether or not the person is under Resident's control, engages in any illegal activity, including but not limited to burglary, prostitution, games of chance or other illegal activity, criminal street gang activity, threatening or intimidating assault, brandishing or discharging a firearm or other weapon, including but not limited to bows & arrows, slingshots, rockets or explosives and/or fireworks of any nature, whether in the home, on the site or anywhere within the Community;
- C. If Resident, a member of Resident's household or guest interferes with the quiet enjoyment and/or health, safety and welfare of management personnel or other residents, or causes intentional physical injury to management personnel or to other Residents, or causes intentional physical damage to the property of Management or other Residents;
- D. 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;
- E. If Resident, other occupants or guests or invitees of Resident, causes damage due to waste, misuse or neglect of home site, common areas, amenities or facilities provided by Management or other property belonging to Management or other Residents.

Health, Fire Safety and Severe Weather Warnings

Management is concerned with Residents' well being. Adherence to the following guidelines are very important:

- A. All Residents are advised to exercise proper care and safety to prevent accidents occurring in and around the home, the home site and surrounding Community.
- B. Please take extra care when around any body of water (lake, pond, creek, reservoir, etc.) within the Community. Children should not be left alone or unsupervised near any bodies of water.
- C. All homes are to be kept free from fire hazards, and must have appropriate fire extinguishers and smoke detectors. For safety, do not store combustible materials, gas-powered lawn mowers, etc. under or adjacent to the home or deck.
- D. 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. It is advisable that a Resident have a pre-arranged shelter.
- E. There is NO on-street parking and no parking within ten (10) feet of a fire hydrant.
- F. Adherence to "Children Playing", "Stop", "15 M.P.H.", "Handicapped" and other caution signs of this nature is required. THE 15 M.P.H. SPEED LIMIT IS A STATE LAW ! Rule violations may be issued by Management and/or traffic citations may be issued for violations by the local police department.
- G. Please take care during snowy and icy conditions while driving, walking or going to mail pick up area or other areas. Do not allow your children to play on any mounds of snow near roadways.
- H. Actions which interfere with the health, safety, or welfare of the Community, its Employees, or Residents, could lead to Termination of Tenancy under Michigan Law. MCL 600.5775(2)(bi)
- I. Residents must furnish Management with a current name, address and telephone number of a first and an alternate person to be notified in case of an emergency.
- J. All Community Maintenance areas are off limits to Residents and their guests. These areas are for company employees only.

- K. Firearms & explosives: There will be absolutely NO bb-guns, air guns, firearms, archery equipment, fireworks or similar devices discharged within the confines of the Community.
- L. Residents are always responsible for the actions of all other occupants residing in their home, guests and pets.
- M. All Residents are required to obey all Federal, State, and local laws, concerning Public Health and Safety Violations. MCL 600.5775(2)(k)

Advertising, Soliciting and Commercial Business

Advertising, soliciting or delivering handbills is 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 conduct business in the Community. Rudgate neither endorses nor recommends service providers and/or products. Please report solicitors to the Community Office after obtaining as much information as possible. Posting of flyers or notices on Community mailboxes or in mail malls by Residents or any other business is prohibited. This is for Community Office use ONLY ! Except for annual or semi-annual Resident yard sales, sponsored by the Community (all Rudgate Communities), Residents are not allowed to display items for sale (or free items) anywhere on their home site or Community property.

Signs

Except as otherwise permitted in these Rules and/or Addendums, the posting of any sign on the exterior of a home, the interior of a home that is visible from outside the home, or on a home site is prohibited. Further, the posting of any sign on trees, light posts, telephone poles, or on any common area is strictly prohibited. However, political yard signs, defined as "campaign signs that demonstrate a position on candidates for publicly elected offices or proposals for public election" are allowed on individual home sites, subject to all of the following guidelines:

- A. The political yard sign shall be no larger than 18" x 24";
- B. Only three (3) such signs in total can be displayed per site at any one time; and
- C. Such political yard signs may only be displayed during the four (4) weeks prior to the particular election and up to one (1) week after the election, unless the local municipality has different permitted time frames, in which case the local ordinance shall control.

Residency Procedures & Financial Responsibilities

Management Approval

All prospective Residents must complete a RENTAL APPLICATION and are subject to an application fee, credit check fee and all other applicable processing fee's before the Application is considered. Management has the right to reject the Application due to the applicant's credit, employment, background or criminal history, due to false or misleading statements on the RENTAL APPLICATION, or for any reason not prohibited by law. Management has the right to inquire and run criminal checks on all applicants.

Lease

All prospective Residents are offered a minimum one year lease. Upon expiration of this lease Residents may request a lease renewal or continue their tenancy on a month-to-month basis. Prospective Residents may decline a one year lease and have a month-to-month tenancy.

Owner of Record

All homes in the Community are to be owner occupied and the home is to be the Resident/owner's principal residence. The Resident must be designated on the certificate of title as the owner of the home. All homes located in the Community must be titled by the State of Michigan, and a copy of such title must be provided to management. Failure to provide a copy of the certificate of title is Just Cause for a Termination of Tenancy.

Residency (Occupancy)

Maximum occupancy within a manufactured home in the Community is two persons per bedroom. No person may occupy the home without the prior written permission of Management. Any person, age 18 years or older, must complete an application of occupancy, submit to a criminal background check and be approved by Management for occupancy. Guests may not stay in a home for more than 30 days in any 12 month period without first completing the application for additional occupancy and being approved as an additional occupant by Management. Management reserves the right to reject an additional occupant for any reason not prohibited by law.

Registration

Residents are required to register all vehicles, their license numbers, all occupants and pets residing in the home. Annual Registration Forms are available in the Community Office. This registration requirement must be kept current. Each Resident must also provide the Community Office with the name, address and telephone number of two persons to be notified in case of an emergency. Each Resident must also provide Management with home and work telephone numbers so that he/she can be notified in case of emergencies.

This information is kept confidential.

Rent

- A. **DUE DATE:** Rent, including pet fees, state tax as provided by law, charges for water/sewer usage based on meter readings, if applicable, and any other charge provided for in the Lease or these Guidelines and Rules that is collectable as rent, is **DUE ON THE FIRST DAY OF THE MONTH.**
- B. **LATE CHARGE:** If the rent payment is not postmarked by the 5th of the month, a \$40 late fee will be charged to your account. If rent payment is not received by the 20th of the month, a second late fee of \$25 shall apply - **NO EXCEPTIONS.**
- C. **FORM OF PAYMENT:** Payments must be made by check, money order or cashier's check. Cash is not accepted for safety reasons. Post-dated checks will not be accepted.
- D. **LATE PAYMENTS:** All late payments must be paid by certified check, money order or credit card at the Community Office and must include the additional late fees. Partial payment of rent does not waive the late fees. The entire balance, including any back rent, must be paid in full, to avoid the late fees. If a rent payment is received after the due date, but doesn't include the additional late fees, the late fees are still owed by the Resident. Management reserves the right to return any check or money order that is not made out for the total balance owing. Any rent received after the last day of the month, along with the late fees, must also include the next months rent. All payments received will be applied to the oldest balances first, then the current balance.
- E. **NSF CHECKS:** If a check is tendered and for any reason is not honored, a \$35.00 fee will be charged. All returned checks, including NSF checks, must be replaced with money orders or cashier's checks **ONLY!** If more than two (2) checks are not honored within a twelve (12) month period, all future rent payments to must be made by cashier's check or money order only. Second party checks may not be accepted.
- F. **PAYMENT ENVELOPES:** Rent payments are to be **mailed in the pre-addressed envelope** provided by Rudgate. Rental envelopes are available at the Community Office during regular business hours. (Rudgate Rental envelopes are printed with a barcode which enables the Post Office to deliver it to a preprogrammed address at our Corporate Office. This barcode can still be read, even when blacked out. Please do not use Rudgate rental envelopes for purposes other than intended.) Please remember to write your site number on the check and envelope. Accurate credit cannot be applied to Resident's account without site number. Rudgate will not be held responsible for rental payments left in, on or under the Community Office door when the office is closed.
- G. **AUTOMATIC RENT PAYMENT PROGRAM:** Rudgate Communities now offer an Automatic Rent Payment Program which allows Residents to pay their rent electronically. Refer to the front of this book for more information & an application. Applications are always available at your Community Office.
- H. **NOTICE TO QUIT (7-DAY NOTICE):** A Notice to Quit will automatically be sent if the payment has not been received by the 10th of the month (adjusted for Sundays and Holidays). **No partial payments of rent** will be accepted after the 10th of the month (adjusted for Sundays and Holidays). **NO EXCEPTIONS** will be made.
- I. **COMPLAINT FOR EVICTION:** Court proceedings and filings for non-payment of rent will be filed on or about the 20th of the month (adjusted for Sundays and Holidays). **NO EXCEPTIONS** will be made. If court proceedings are filed, the Resident is responsible for all associated court costs as provided by law.
- J. Any state or local taxes that Management is compelled to collect on each home or home site will be collected by Management and remitted to the proper taxing authorities.

- K. Three or more late payments within any twelve (12) month period will be just cause for termination of tenancy. MCL 600.5775(2)(f)
- L. **CONTINUED LIABILITY FOR RENT:** Resident's liability for rent will continue until the home is:
 - 1) removed from the site in accordance with the terms of the Lease and Rules and Regulations;
 - 2) sold in accordance with all provisions regarding in park resale of homes as contained in the Rules and Regulations, applicable Michigan law and a lease has been signed (or declined) by the new owners of the home & a security deposit paid by the new owners; or
 - 3) repossessed by the lienholder.
- M. **RENT INCREASES:** Rent may be increased annually on all tenancies upon a 30 day written notice of such increase.
- N. **ADDITIONAL RENT:** In addition to the base rent and other charges as stated above, debtor will pay, as additional rent, all charges for water and sewer use, based on meter readings from the individual water meter installed at Resident's home. Management may direct Resident to remit payment of the water and sewer charges to a separate water/sewer service billing company, however, the nature of such water and sewer charges will remain as additional rent and may be collected by Landlord in a nonpayment of rent proceeding if Resident fails to timely remit payment for water and sewer charges to the separate water/sewer service billing company. Resident will receive an itemized statement that will include the date of meter reading, the opening and closing readings, and the total water usage. Payment of the water and sewer bill must be made by the due date stated on the water/sewer bill.
- O. **PAYMENT OF RENT DURING TERMINATION PROCEEDINGS:** Pursuant to MCLA 600.5779, Resident shall continue to pay all rent and other charges to Landlord, when due, following the demand for possession of the premises and during the pendency of the action and the Landlord may accept all such payments of rent and other charges without prejudice to the action to evict Resident. If such payment is not timely made, Landlord may proceed under MCLA 500.5714(1)(a) without prejudice to the Just Cause termination.

Resale of Home

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the manufactured home. Resident shall not assign or sublet the manufactured home or home site to any individual. To ensure that the Purchaser(s) of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased site, the following criteria must be met:

- A. **RESALE INSPECTION:** Prior to listing the home for sale, Resident is required to have the Management inspect the exterior of the home and home site to ensure that they are in compliance with the Community standards. The fee for such an inspection is thirty (\$30.00) dollars. The inspection is valid, if all conditions remaining the same, for 1 year. This identical inspection and payment procedure will be followed for additional ninety day periods exactly as the first ninety days for each additional inspection period. A blank resale inspection form is available for review in the Community Office. If the home is sold during the time of the year when it is difficult to assess the condition of the lawn (winter/snow), Community Management may withhold a portion of the security deposit until such time allows for assessment.
- B. **RESALE CRITERIA:** All homes must be washed by a licensed and insured company upon resale. If axles are not present, they must be purchased and put under the home. In most instances, steel sheds must be replaced with wood sheds. Homes may not be sold pursuant to an on-site resale and will be required to be removed from the Community if they fail to meet the following criteria:
 - a. Homes are required to have the HUD Code Seal, excluding Rudgate Manor.
 - b. The exterior physical appearance and condition of the manufactured home and leased site must be in good condition and must conform to the installation and maintenance standards established in the Community Rules and Regulations then in effect. Any non-conforming conditions that existed prior to a rule change must be brought into compliance with standards as set forth in the most recent amendments to the Community Rules.
 - c. The aesthetic and physical condition of the home must be at least equal to the aesthetic and physical condition of 50% of the homes in the community.
 - d. The home may not be sided with hardboard or masonite. Management will be the primary authority in determining and interpreting Resale Rules. If the resale inspection is questioned, a disinterested second party may be called in by Management to offer an opinion. If the home does not meet Community resale specifications, it must be brought into conformance or be removed from the Community.
- C. **REQUIRED REMOVAL OF HOME:** Community Management reserves the right, as provided by law, to have a home removed from the Community if the home fails to meet the on-site resale criteria.

- D. Management's inspectors are not trained professionals and are not responsible for errors and omissions in inspections. Management, by making such an inspection, does not warrant that the home is in conformity with applicable building codes, that the home is free from defects or that the mechanical, plumbing, electrical or tie down systems are in working order. It is recommended that Purchaser contract with a State of Michigan licensed contractor to verify that the home is in compliance with all state and local rules and regulations. It is the responsibility of the Purchaser to have any tie downs and/or anchoring systems inspected to ensure that they have been properly installed, activated and maintained and that the correct number are present should there be any requirement for same.
- E. **FOR SALE SIGNS:** Two (2) 18" x 20" "For Sale" signs may be placed in the windows or on the home. Inspection fee must be paid and all repairs and corrections must be completed before a transfer of title can take place. All "For Sale" and "Open House" signs must be purchased from a store. No homemade signs are permitted. Any sign not in conformance with this must be removed.
- F. **PROSPECTIVE PURCHASERS:** Prospective purchasers/residents must submit a completed rental application and be approved for residency prior to closing on the purchase of the home. The application process includes a personal interview, credit analysis, and criminal background check for all prospective Residents. Management has the right to reject a prospective resident due to false or misleading statements on the Rental Application and/or for any reason not prohibited by law. If the manufactured home is sold without the Purchaser having first obtained Management approval for residency, the Purchaser will be deemed to be a trespasser and will be evicted from the Community. The prior Resident will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home or holds title to the home.
- G. **SELLER'S ACCOUNT MUST BE CURRENT:** The seller is required to have his/her account paid in full prior to final consummation of sale.
- H. **TRANSFER OF TITLE:** Title to the manufactured home must be transferred to the approved Purchaser at the closing and, within six (6) weeks of the closing date, the Purchaser must provide a copy of the Certificate of Manufactured Home Title, on which Purchaser's name appears as the owner of the home, to Management.
- I. **TRANSFER OF KEYS:** If the Community issues mailbox keys, the seller of the home is responsible for turning over the keys to buyer of home or Management. Failure to do so will result in a deduction of not less than \$40.00 from sellers security deposit; which is the cost of a new lock, keys and installation.
- J. Any improvements, alterations, or additions to the manufactured home and/or home site, which are to remain on the home and/or home site, with the exception of concrete pads, trees or shrubs, shall at the time of closing on the sale of the home be sold and ownership transferred to the Purchaser.

Renting or Subletting

ABSOLUTELY NO RENTING OR SUBLETTING OF HOMES IS PERMITTED. Allowing any person or persons to move into a home without resale approval and/or acceptance of the buyer into the Community may result in an immediate eviction.

Removal of Home by Resident

All rents and other applicable charges due Management must be paid in full prior to moving the home from the Community. Resident must also provide Management with at least thirty (30) days written notice, beginning from the first of the month, of his/her intent to remove the home. Any Resident who removes his/ her 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 Community standards will be charged to the Resident who vacated the site. This includes a labor charge of not less than \$40.00 an hour, plus any other charges connected with site restoration. Community Management and owner assume no responsibility in the event a dealer, retailer, bank, broker, finance company, insurance company or other secured party decides to remove the 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.

Abandonment of Home and Home Site

If Resident abandons the manufactured home placed on the premises, for whatever reason, and if Management is required to remove the manufactured home, after Notice to Resident at Resident's last known address, Resident shall be responsible

for any and all expenses incurred in removing the manufactured home or other property from the home site as well as all costs to restore the home site to its original condition. Resident shall notify Management, in writing, thirty (30) days prior to abandoning the home and home site. Resident is responsible for all rent due to Community during the thirty (30) day notice period AND for any and all additional time after the thirty (30) day notice period during which the home remains on site, or the balance of the lease term, if any, whichever period is longer.

Loss and Liability

It is required that each home owner procure a comprehensive insurance policy insuring the home against loss or damage. It is also required that Residents include liability coverage for personal injuries which may occur on the home site or within the home. Rudgate Communities, its employees or assigns, are not responsible for any injuries, damage or other acts incurred on Residents home sites. Management expressly disclaims any responsibility for accidents or injuries to Residents, their family members, other occupants, guests or pets which may occur within this Community. Damage or loss of property resulting from fire, theft, wind, floods, or any other act of God or third parties are also disclaimed.

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 the residency pursuant to MCLA 600.5714 and MCLA 600.5775.

Home Standards

Set Up Requirements

Each Rudgate Community has specific home requirements that often differ due to Community design or local ordinances. Please see Management for details. All Residents are required to maintain the home and home site in a reasonable condition consistent with aesthetics appropriate to the Community. MCL 600.5775(2)(h)

General (Home & Safety)

All Residents are required to attractively maintain their home at all times. All interior window treatments visible from the exterior of home (ie. blinds, curtains, draperies, etc.) should be appropriate, specifically designed as a window treatment and maintained. Kitchen garbage disposals are required. Water shut-offs on all fixtures are recommended. Hitches or tongues must be removed prior to occupancy and stored under the home. Axles must remain with the home. For specific standards at each Rudgate Community, contact Management. All manufactured homes must have a State Approved direct vent hot water tank as required by law.

All manufactured homes in Michigan must have at least one fire extinguisher and at least two smoke detectors. HUD Standards require a smoke detector in the area of each bedroom. The fire extinguisher must be approved by the National Fire Protection Association.

Furnaces must be enclosed by a separate access door.

Skirting (Vertical/ General)

The home must be skirted by a State of Michigan licensed and insured company within sixty (60) days of occupancy. Skirting materials must be approved by Management.

Skirting must be vertically ribbed aluminum or vinyl, specifically designed for skirting applications. Each skirting section shall have interlocking vertical ribs on each end to retain sections in place. Vinyl skirting sections shall have a minimum of three (3) vertical extruded locking notches on the bottom of each section.

Skirting installation requires that the top expansion rail shall be at least four (4) inches in height and be made of aluminum. The bottom U-channel track shall be a minimum of one & one-quarter inches of aluminum only. Only aluminum bracing straps are to be used at intervals of not more than six (6) feet between bracing straps. No flammable materials such as wood shall be allowed for skirting or bracing.

Skirting must have a minimum of six (6) louvered or similar vents, having a minimum of 600 square inches of open space per 1000 square feet of living space. At least one vent shall be placed at the front and rear of the home and two at each side for a total of six (6) vents. Examples: A 16 X 68 home would require at least 655 square inches of venting, Six vents of 110 square inches each would meet this requirement. A 28 X 68 home would require at least 1145 square inches of venting. Eight vents (two front and rear, two on each side) of 145 square inches each would meet this requirement.

Skirting shall be kept in good repair and appearance at all times and missing pieces shall be replaced within seven (7) days.

Horizontal Skirting

Rudgate Communities that require horizontal skirting and all other homes with horizontal siding extending down to the ground are also required to be vented and must have 3 access doors with a minimum size of 2'x 3'. Check with Management for specific requirements. It is recommended that any bracing coming in contact with the ground be exterior grade pressure treated lumber or other acceptable building material.

Home Address Numbers (by State Law and Safety)

Each Resident is required to display address numbers (minimum of three (3) inches in height) on the front of the home prior to occupancy. Address numbers must be legible from the street and missing numbers must be replaced immediately. Plantings must be kept trimmed if they are obstructing clear view of house numbers. Communities which require special address plates will be advised of the additional requirements.

REMEMBER: Emergency vehicles rely on house numbers.

Steps

Steps must have a minimal top platform of 38" X 38" and BOCA standards (Building Officials Code Administrators) handrails on all exposed sides (two side rails or one side rail and one back rail). All steps must fall a minimum of 2" to a maximum of 7" below the door. Steps may be constructed of pressure treated lumber or other acceptable building materials. Some Communities require decks or steps to be painted to compliment home. Primary steps must set on a concrete slab. See Management for specific requirements. Secondary entry steps must be approved by Management prior to installation. If concrete is not present, homeowner is responsible for installation of concrete or patio stones and the maintenance thereof. See Management for specific requirements.

* Please note; As of 1-1-99, all new & replacement steps must be constructed of pressure treated lumber or plastic composite material. (Some Communities may require lattice or other approved vertical skirting to enclose the bottom of steps and decks).

Resident Home Site

Outside Storage and Decorations

There will be absolutely no outside storage of any kind permitted on the home site except covered garbage containers, recycling bins where applicable, grills, permanent type lawn furniture such as picnic tables, chairs and benches. All tools, lawn mowers, toys, bikes, etc., must be kept in the storage shed. Each Resident shall keep his/her home site neat and free of litter. Hoses should be kept on hose reels or hangers attached to the home or shed, or in the shed. Hoses must be disconnected and stored inside for the winter. Outside furniture should be kept in good repair. Storage under the home, deck, steps, around the shed is strictly prohibited. Outside storage anywhere on the site is not permitted.

Holiday Decorations can be displayed 30 days prior to holiday and must be removed within 30 days following the holiday.

Athletic Equipment and Toys

Children's swing sets, jungle gyms, trampolines or other such equipment are not permitted on the site. Children's small toy playhouses, small sand boxes or small portable wading pools will be permitted during the summer season and must be kept neat in appearance at all times. Children's wading pools must be drained every evening and stored in Resident's shed. Portable basketball hoops are permitted on patios but NOT in or near streets. Residents will be held responsible for any lawn damage caused by these temporary structures.

In-Ground Pools are not permitted. Hot Tubs or above-ground pools must be approved by management. All Hot Tubs must have a locking cover. All pools and hot tubs must be drained or covered when not in use. Pools with filter systems are not

allowed. Residents and their guests swim at your own risk. Residents will be held responsible for all lawn damage caused by these structures. Ponds must be approved by management.

Bicycles are to be stored in Resident's shed when not in use and parked ONLY in designated areas provided near the recreational facilities in the Community.

Fire Pits, Chimineas & Similar Devices

The container must be manufactured as an outdoor fireplace. It must be in good condition and used in accordance with manufacturer's instructions. Must be no larger than 3 feet in diameter and covered with a lid. May not be placed on decks and must be placed 15 feet away from all structures including sheds, decks and any combustible materials. Only seasoned dry firewood or manufactured fire logs shall be burned. An adult must constantly attend the fire at all times until fire is extinguished and have a working garden hose that is properly connected with unlimited water supply available. Burning a hole or pit in the ground is prohibited. All local or community regulations must be followed.

Firewood

Only Residents with fireplaces may store a quantity of firewood, not to exceed one face cord outside the home. The firewood must be stored in a neat and orderly manner. Firewood must be stored on an approved stand, off the ground at least twelve (12) inches, behind the shed or between the shed and the home. The stand must be constructed of pressure treated lumber or metal, kept in good repair and must not exceed the width or height of the shed. Firewood must not be stored on patio areas, decks, steps, or under the home.

Utilities

Utility connections of electrical, water, sewer, and gas within the home are the sole responsibility of the Resident. They are to be maintained in a good, safe, and leak proof condition at all times. Approved piping shall be used for any gas line. Any tampering or altering of these connections is strictly forbidden by law.

The outside main electrical line to the home, and from home to shed (if applicable), must meet local code.

All sewer connections from the home to the sewer riser must be, at a minimum, schedule 40 PVC or ABS plastic pipe. Water service to the home shall be connected by semi-rigid tubing, such as copper tubing or approved plastic piping.

Any service work done on the utilities must be done by the local utility company or a State of Michigan licensed service company.

Residents are responsible for having a heat cable in proper working order to protect their water line, water riser, water meter, etc. from freezing. Residents will be held financially responsible for damage done to Rudgate's or Water Service Company's property. SEE PAGE 13 - RESPONSIBILITY FOR UTILITY REPAIRS.

Cable Television, Antennas & Phone Lines

Underground television cables, which provide signals from the cable company's satellite source, are provided at each home site. Installation of television cable from the pedestal to the home is the responsibility of the cable company. Entry of cable by means of window or door openings is not permitted. No cables of any kind (including TV, electric or phone) are permitted on the exterior of the home.

Residents who wish to install a digital satellite system must provide Management with an Exterior Improvement Form, showing a drawing or sketch of the proposed placement. After community Management has approved the placement in writing, permission is granted. A final inspection will be made by Community Management to be certain the placement agrees with the signed approval. Management reserves the right to have any antenna removed if prior permission has not been granted.

Dishes larger than one meter in diameter (39 inches) are prohibited in this Community. Each homesite is limited to one dish.

Ham or citizens band radios, or other electronic or electromechanical equipment that interferes with the radio and television reception of any other resident(s) will not be permitted in the Community.

For this section, the term "Reception Device" shall be used collectively to refer to both:

- A. Direct broadcast satellite dish or other device designed to receive video programming through direct broadcast satellite service or multipoint distribution service — commonly referred to as a "dish".
- B. An antenna designed to receive over-the-air broadcast signals from local broadcast television stations commonly referred to as an "antenna".

Residents are strongly urged to rely on indoor broadcast antennas (cable broadcast, or master broadcast antenna distribution systems that may be provided by the Community), as opposed to installing outdoor broadcast antennas. If acceptable quality signals may be received by placing a broadcast antenna inside a home without an unreasonable delay or cost increase, then outdoor installation of a broadcast antenna may be prohibited.

However, if a Resident is unable to receive an acceptable signal of reasonable quality when the broadcast antenna or mast is placed in the interior of the home, the resident may install an outdoor broadcast antenna; provided, however, that any outdoor reception device must be installed on the Resident's home or on the ground (where applicable) within the Resident's home site in a location that is not visible from the street.

If the placement of a reception device in such a location sufficiently impairs the quality of reception, a reception device may be located so that it is partially visible from the street, or on the roof of the home at a location furthest from the street. Under these circumstances, the Resident must choose the most inconspicuous location possible and must attractively shield the reception device from view.

Reception devices and masts may be only as high as required to receive acceptable quality signals. No reception device and mast may be installed that would together extend higher than 12 feet above a roofline without the prior written approval of the Community Management due to safety concerns posed by wind velocity. Any application for a reception device and mast taller than 12 feet must include a detailed description of the proposed structure and anchorage of the reception device and mast higher than 12 feet.

In addition, masts installed on the exterior roof of any home shall not be installed nearer to the home site line than the total height of the mast and the reception device structure above the roof of the home. For example, if the distance between the place of installation and the home site line is 10 feet, the total height of the mast and the reception device may not exceed 10 feet. In no event may a reception device or its mast be installed in such a way that it encroaches onto any common areas or the home site of another Resident.

Residents are responsible for the installation and maintenance of all reception devices, including but not limited to: painting the dish an appropriate color to match the surrounding environment; installed and secured in a manner that complies with all applicable codes, city and state laws and regulations, and manufacturer instructions; installed and secured in a manner that does not jeopardize the safety of any neighboring property or any person located at or near the reception device including damage from wind velocity based on the location of the reception device; installed in a manner that there is no obstruction of a driver's view of any street, driveway, sidewalk or intersection; ongoing and continuing maintenance such as may be necessary to ensure that the reception device does not fall into a state of disrepair or become unsightly or a safety hazard.

Residents are solely responsible for all costs associated with any reception device, including, but not limited to: all costs to repair, maintain, relocate and remove any such reception device; all costs to repair damage to other property caused by the installation, maintenance or use of any such reception device; all medical expenses incurred by any person injured by the installation, maintenance or use of any such reception device; further, to reimburse and hold harmless the Community and Community Management for all damages caused by the installation, maintenance and use of any such reception device.

Refuse and Garbage Pick-Up

Garbage is picked up at each home site once a week. Management will notify Residents of their designated pick-up day. All papers and garbage bags must be stored in the shed or proper refuse container between pick-up days. Refuse containers are to be galvanized or plastic with tight fitting lids and must be kept clean. Refuse is to be placed at curb side no sooner than the evening prior to the designated pick up day. Disposable diapers, tampons and sanitary napkins must be placed in refuse containers (not toilets). Newspapers or magazines that are not already in containers must be tied with twine. When there is a holiday during the week, the pick-up may be made on the day following the normal pick-up day. Garbage containers shall

be kept in the shed or in an inconspicuous place. Residents shall not use the Community dumpster. The Resident must arrange for the removal of large, bulky items at his/her own expense, if not otherwise specified by Management.

NOTE: We recommend that Residents write house numbers on trash containers and secure lids to cans with cord or nylon rope.

Yard Waste (Seasonal Compost Material)

Yard Waste consists of grass clippings, leaves, twigs, branches, etc. Yard Waste is picked up on the same day as trash, but must be separated. Compost/grass disposal may vary in each Rudgate Community. Community Management will advise Residents of the Community Schedule and procedure for disposal.

Right of Entry

Management or its designated service companies reserves the right of entry upon the land on which a home is situated for maintenance of the utilities, improvements and/or protection of the Community. Management may enter a home without prior written consent of the Resident(s) in the case of fire or when the Resident(s) has abandoned said home. Management also reserves the right to enter a home with owners permission on a resale inspection.

Home Site Maintenance

General

It is the responsibility of all Residents to attractively maintain their home site and any adjacent common areas at all times. Residents must comply with the Guidelines and Rules adopted under the lease related to maintaining the physical condition or appearance of the home site and Community. MCL 600.5775(2)(biii)

Street Lighting

The street lighting conforms to the Manufactured Housing Commission rules. The amount of lighting (lumens) may not please all Residents. Some like more light, some less. Grounds operations always appreciates knowing when a street light is out. Please contact the Community Office to report street light failure.

Home Lighting

Where home yard lights are installed it is the responsibility of the Resident to maintain them. Motion sensor lights are inexpensive and are becoming more and more popular in all Communities and subdivisions. They provide not only an aspect of safety, but also a welcome when you arrive home at night. It's important that any outdoor home site lighting doesn't intrude on any neighbor's privacy.

Lawn

Rudgate currently provides a no cost "weed and feed" Resident lawn maintenance program by a professional lawn maintenance company. Residents may elect to either supplement the program themselves or hire their own lawn maintenance company. If for health or other reasons, Resident chooses to not use the Community offered program, Resident must notify Community Management PRIOR TO THE FIRST APPLICATION in spring. Health reasons should not restrict Residents from their lawn upkeep responsibilities. Organic pesticides and herbicides, can be used by Residents to keep their lawn healthy and attractive.

Lawns are to be mowed at the appropriate height, trimmed, raked, edged and properly watered to maintain a healthy and attractive appearance. This also includes cleaning grass and weeds out of cracks in sidewalks, patios, flower gardens and parking areas. If a Resident fails to maintain his/her home site as required, a notice will be issued to correct the problems within 24 hours. The Resident is totally responsible for the proper care of their lawn to keep it from becoming infested due to improper watering or lawn maintenance. If not corrected as requested, Management has the right to enter the homesite 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:

1. Mowing site: \$40.00 or more per occasion.
2. Trimming site: \$40.00 or more per occasion.

3. All other repairs and maintenance work resulting from Resident's failure to maintain lawn in good repair, including additional fertilization, weed and insect control: \$40.00 or more per hour each occasion.

Landscaping (New and Existing)

Resident is responsible for all maintenance of landscaping on site, including but not limited to, trimming of trees, shrubs, weeding cracks in concrete and in flower beds, etc. Pest control, both lawn and otherwise, is the responsibility of homeowner. Any new landscaping must be approved by Management through the use of an Exterior Improvement Request Form.

Snow Removal

Snow removal at the home site is the responsibility of the Resident. Snow and ice are to be removed from all driveways, sidewalks, steps and patios and deposited on the home site, not on the roadway. Shoveling snow onto the roadway will only be plowed back onto Residents drives during subsequent plowing of roadways. Management will be responsible for snow plowing Community streets, Community Building and mail pick-up areas ONLY. Residents who shovel or blow snow into the street will receive one notice. If notice is ignored, Resident may be charged \$40.00 or more to remove excess snow from the street.

Please take extra care not to allow children to play or sled on snow mounds near the roadways. Also certain weather conditions will cause the roadways or mail areas to become icy or slippery. Please use extra caution during inclement weather.

Please contact Community Office regarding any icy/unsafe areas, so they can be dealt with.

Clotheslines Are NOT Allowed

No towels, rugs, wearing apparel, or other forms of laundry of any description may be hung outside the home, on hand railings, decks, etc. No clothesline or lines of any kind are permitted.

Water Meters

For those Rudgate Communities that have water meters the following applies:

Residents are responsible to maintain their heat cable and insure that the water lines are in good repair. In the event the heat cable fails and it causes damage to the water meter, the Resident will be responsible for any repairs. The charges for such work will be as follows:

Replace water meter \$100.00 parts and \$40.00 per hour labor
Replace meter base \$ 50.00 parts and \$40.00 per hour labor

The above costs do not include new heat cable, new copper water lines, and insulation that may be necessary. The Resident is responsible to repair / replace any damage prior to Rudgate installing a new or repaired water meter.

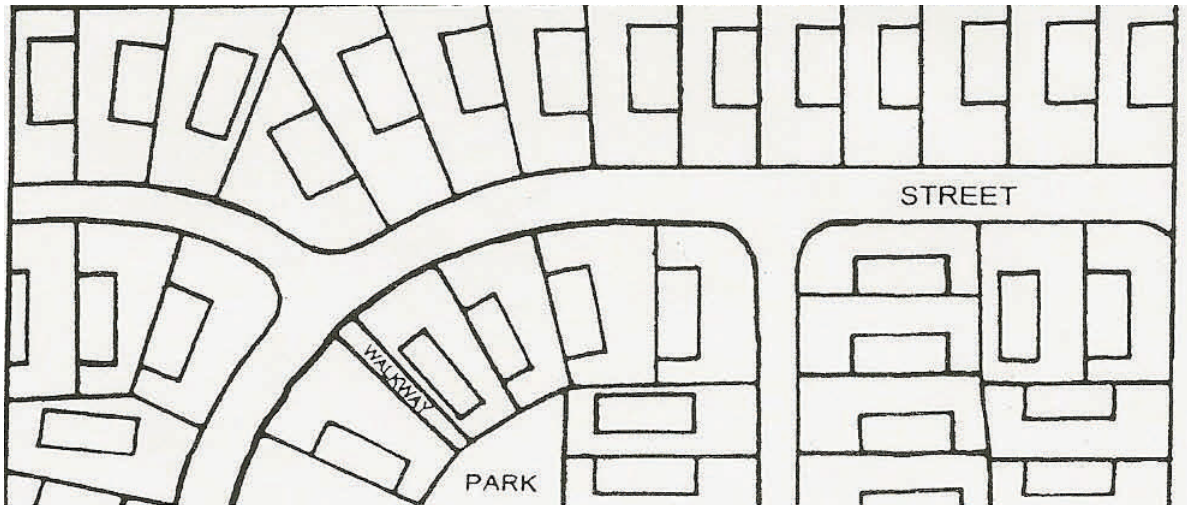
Winterizing Home

Any winterizing of home (such as plastic being used in place of storm windows, insulating the skirting, etc.) must be on the interior of the home. Temporary exterior attachments of any nature are not allowed. A UL approved water service heat cable shall be installed at the time the home is installed on site and replaced, when necessary, at homeowners' expense by an authorized service representative to prevent the freezing of service lines, meters, valves, and riser pipes. If leaving home in winter for extended period of time, Management recommends your home be winterized by a state licensed and insured service company. Please notify Management if you are going to be gone for an extended period of time.

Site Boundaries

For aesthetic purposes, Residents are to maintain the property from the non-entry side of Residents home right up to the home located on the entry side. Residents have complete walk around rights to wash windows, repair skirting, etc.; however, the neighbor on the non-entry side has to maintain the property up to the side of your home, being careful of the skirting. No plantings are to be made by Resident or neighbors on the non-entry side of the home or within five (5) feet

of the neighboring home or street. Exit doors must be kept clear of all plantings. (The only exception to this would be on certain corner or other lots that require the Resident to maintain both sides of the home.) If in question, please contact Management. See illustration below.



The above drawing reflects an example of home placement within the Community. Specific site boundaries will be discussed at the orientation.

Responsibility for Utility Repairs

Management shall be responsible for the proper maintenance and repair of all sewer lines and water service lines BELOW GROUND LEVEL. Resident is responsible for all sewer and water line repairs under the home or in the home. Utility companies such as telephone, gas, cable and electric are responsible for their individual underground facilities leading to your home. **The electric and gas services are the homeowner's responsibility, above ground, from the respective meter's into your home. This would include gas service line, electric breaker and box, and the electrical connection from the breaker into your home.** Should the Resident damage any below ground facilities caused by malfunctioning heat cables, plumbing work or digging, the damage will be repaired by Management or its contractors and charged to the Resident. Should the blockage of a sewer line be the result of inappropriate items discarded by the Resident into the sewer, the cost of the repairs becomes the responsibility of the Resident. If the home site is not repaired to the satisfaction of Management, the Resident may lose part or all of his/her security deposit. Calls to the Community Office reporting failure of a utility service which, when determined not to be Management's responsibility, may result in a \$40.00 charge per visit or equivalent hourly charge for investigation and/or repair.

Home and Site Improvements

Alterations

Residents shall make no alterations to the home site without Management's written consent. Any improvement that has not been pre-approved and does not meet Community requirements must be repaired or removed. Rudgate has established guidelines with regard to the most common improvements. These guidelines are intended to assist you with your planning and applicable permits. Management MUST be provided with a sketch of any proposed improvement, i.e., landscaping, air conditioner, shed and/or pad, deck, carport, awning, wheel chair ramp, hot tub, concrete expansion, or other home additions. Resident shall also be responsible for obtaining any required building permits. A sketch of any proposed excavation and its location is to be provided to Management, but only after the utility companies (including TV Cable Company) have been called 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 site improvements made by Resident, such as concrete pads, trees, and shrubs shall become Community property. Unless performed by the Resident, all work on or in homes must be performed by State of Michigan licensed, insured contractors.

Landscaping

All landscaping improvements shall immediately become a part of the real property of the Community and belong to Management, and shall remain upon and be surrendered with the site. At Management's option, the Resident (at his/her expense) shall remove all such landscaping planted by the Resident and also repair any damage caused by such removal

when surrendering the site. Fences may not be installed around any Resident site, with the exception of some decorative fencing as approved by Management. Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a home site. SPECIFICALLY, but not limited to the Willow, Cottonwood and any other variety from the family of POPLAR trees. Shrubs or trees or similar obstructions shall not be erected or maintained, which will obstruct traffic vision nor should plantings or decorator items be placed within five (5) feet of the curb, electrical or gas pedestal, or the home next to it. Management must be consulted before trimming or removing established trees. Vegetable gardens are not permitted without management approval. No cornstalks allowed.

NOTE: Of necessity, home sites contain extensive underground power cables. Any digging, without knowledge and permission of Management could be dangerous. Resident will be held liable for any damage. When requesting Management approval, the Resident MUST provide Management with a sketch and description of the location and depth for which excavation is planned. No permission for digging or excavation by the Resident will be given unless the Resident has first called Miss Digg (at the following toll free number: 1-800-482-7171) and your TV cable company.

Painting

Prior to any painting of home, shed, or other items, color choices must be approved by Management. Proper preparation, including but not limited to replacing rusty screws, dented skirting and washing must be completed prior to painting.

Central Air Conditioners and Window Air Conditioners

The location and installation of central air conditioning units must be approved by Community Management PRIOR to installation. Central air conditioning units must be located on a solid slab on the front door side of the home behind the door area and must be installed according to city, village or township building requirements. Window air conditioners must be braced to the home with angle braces. No bracing such as pole supports to the ground will be permitted. Central air conditioners will require local permits.

(CAUTION: All central air conditioners and most types of window air conditioners will require additional electrical service to your home. It's dangerous to overload electrical circuits. All work must be performed by a licensed electrical contractor.) Some Rudgate Communities may not allow window air conditioners.

In certain circumstances, the Resident may be held financially responsible for damage to the Communities electrical pedestal caused by a circuit overload or an improperly installed air conditioner.

Storage Sheds

Wood storage sheds must be installed within ninety (90) days of occupancy. Contact your Community Management prior to purchasing or installing shed for the specific requirements in your Community. STEEL /METAL SHEDS ARE NOT ALLOWED ! Steel sheds, or sheds exceeding size limitations, that were previously permitted, must be replaced with wood and/or vinyl when the shed becomes unsightly, damaged, or upon resale of the home. Only one (1) shed will be permitted on each home site. The maximum size shed to be ten (10) feet by ten (10) feet with height not to exceed ridge line of home and a minimum of 3 foot spacing between the home and shed. All sheds must be anchored to the concrete base (no hurricane straps) and are to be kept in good repair and in neat and orderly condition at all times as well as trimmed and repainted as needed. Additional concrete required to enlarge or replace a shed pad is the responsibility of the Resident, but must have Management approval and must comply with both local and state codes before the original shed pad is altered. Sheds MUST be painted, stained or sided in a color to attractively compliment the home. Sheds must be shingled. If electrical service is extended to the shed it must be buried in conduit and requires an electrical permit. Exposed cords between the home and the shed are not permitted (electrical code).

Decks

Exterior Improvement forms are required by Community Management for all decks, specifically but not limited to the following:

- A. Set of construction plans (Including basic material to be used – wood, PVC, etc.).
- B. Site plans indicating size, shape, and distance from all property lines.
- C. Building permits are often required, depending on local governmental authority.

To assist you in drawing your construction plans, a suggested set of guidelines is set forth, (these are not intended to represent the building codes for your area).

- A. All posts must be minimum 42" below grade. Post shall bear or rest on undisturbed soil and be back filled with pea gravel.
- B. All material making contact with the ground to be .40 pressure treated lumber or acceptable building material and labeled "Ground Contact Acceptable". All other material to be .25 treated, redwood, cedar or other acceptable building material to provide protection against decay and termites.
- C. All nails, bolts, brackets, and fasteners shall be approved corrosion resistant materials.
- D. Deck shall be self supporting and not attached to the home.
- E. Guardrails are required on all open sides of the deck, with a minimum of 36" above finished floors and will not allow passage of an object 4" or more in diameter (BOCA Requirements).
- F. Handrails are required on all open sides of steps. Handrails are not to be under 30" nor more than 34" measured vertically from the front edge of steps, and meet BOCA requirements.
- G. Skirting. Decks must be skirted with a Community approved vertical or horizontal treated vinyl, aluminum or treated wood material to match the home or aesthetically compliment the home.
- H. All decks and deck skirting is to be of a Community approved color or painted or stained to attractively compliment the home and Community.

Decks - Floating On Existing or Proposed Concrete as Permitted by Local Ordinances

Must be constructed using the same guidelines stated previously, with the following exceptions:

- A. Post may be on top of concrete patio and "float" with the frost movement.
- B. Top platform of deck must also be constructed to allow for frost movement.
- C. Floating decks cannot be larger than the existing concrete.

Garages

Some of our Communities allow garages attached to the home depending on the site size and variances. Garages fall under the jurisdiction of the local building department and need plans submitted and approved by Community Management and local building authority.

Awnings and Carports

ALWAYS CHECK WITH MANAGEMENT BEFORE STARTING YOUR PROJECT

All awnings and carports must be approved by Management in writing, be specifically designed for awning and carport applications and installed in a safe, attractive and professional manner.

Some of the requirements are:

- A. Wood awnings and carports must be constructed to match or attractively accent home: Pressure treated 4 X 4 posts are required on all sides, including along the side of the home and be 42" into the ground. The fascia and soffit must be made of a finished grade exterior quality lumber. The roof must be shingled. Wood screen type awnings must be completely constructed with pressure treated lumber.
- B. Aluminum awnings must be manufactured and specifically designed for awning applications.
- C. Carports can only be enclosed in certain circumstances (See Management for details) and must be approved aluminum or vinyl siding.

Concrete Expansion

In some cases, where space allows, concrete work such as drive pads, sidewalks, shed pad, etc. may be installed at Residents expense, as long as it is not in violation of local and state regulations and is consistent with existing concrete work. **(MUST HAVE PRIOR APPROVAL BY MANAGEMENT.)**

Handicap Needs and Wheel Chair Ramps (General Specifications)

- A. Plan must be submitted to Management prior to construction.
- B. Grade: for every inch of vertical elevation, you need one foot of ramp.

- C. Ramp must be made of pressure treated lumber.
- D. Surface should be covered with a nonskid material.
- E. Ramps may be curved, straight, zigzag, built along side of a house, etc. If a turn is required in the ramp, a platform at point of turn measuring at least 3 feet by 5 feet is needed. Continuous ramps longer than 25 - 30 feet should be avoided. Insert a resting platform.
- F. Width: ramps should be wide enough to allow at least 3 inches clearance on either side of the wheelchair.
- G. There MUST be a safety railing, 32 inches above the surface of the ramp on both sides, meeting BOCA requirements. Upright supports should be no further than 38 inches apart. In addition, for safety, a 2 inch rise of edging should cover both side edges of the ramp.
- H. All storm doors open outward and are required on all homes. There must be a level platform at the top of the ramp. The platform should be at least 5 feet by 5 feet. The platform should extend at least 1 foot beyond each side of the doorway.
- I. If the bottom of the ramp does not terminate at paved driveway or level sidewalk that is in good repair, then there must be a level runway at least 5-6 feet long at the bottom end of the ramp.
- J. Make sure ramp is well lighted. Ramps, like decks, or steps, made of wood must be painted or stained to attractively compliment the home and the Community.

Fireplaces (Additions)

Wood or gas burning fireplaces must be installed by a State of Michigan licensed and insured contractor. The fireplace must be in compliance with any state, local or Community regulations, and proper local permits must be obtained by the homeowner. Chimney stacks must be installed through the roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard. Chimney stacks cannot be constructed through the side wall of the home.

Room Additions (Allowed Where Space Is Available)

In some circumstances Residents may want to add an additional room to their home. Management MUST be provided with a sketch of any proposed improvement before any construction is started. To assist with planning, the following must be demonstrated in your drawings:

- A. Local permits must be obtained.
- B. 16" diameter piers 42" into the ground must be used.
- C. The room must be built with pressure treated wood or metal beams and blocked and leveled (with tie downs) equivalent to the home.
- D. The room must be constructed with a marriage wall adjacent to the exterior wall of the home.
- E. The room must be self supporting and not add any additional weight to the exterior wall of the home.
- F. The room must be completely detachable so the add-a-room and home can be transported, in the event of removal from the Community.
- G. The exterior siding must be aluminum or vinyl and match the home. In many instances, new vinyl siding must be installed on the room and the home, rather than trying to match the existing aluminum siding. No wood siding is allowed.
- H. The roof must attractively match the home.
- I. Skirting must be installed to match existing home.

Additional Structures Can Be Taxed

Garages, sheds, decks, carports, porches, patios, home additions, etc. are subject to separate taxation by the government. It is Resident's responsibility to pay any tax assessment levied on Residents improvements. These taxes on the appurtenances and/or improvements are not included in the monthly rent and are separate from the \$3.00 per month tax that Management currently collects as part of the monthly rent.

Historically, local assessors have not been very aggressive about assessing these items and sending out personal property tax bills to Community Residents. However, we want to make our Residents aware that according to State Tax Commission Bulletin No. 7 (April 25, 1988) these items may be taxable.

Vehicles

Personal Vehicles

Vehicles kept on home sites or in the Community parking areas must be registered with the Community and have current license plates or tabs, and be operable and not leaking fluids. All vehicles will be removed from the Community within three

(3) days from date of non-compliance. Loud exhausts and flat tires must be repaired immediately. Unattended vehicles "FOR SALE" are not allowed to be stored in the Community parking areas. Vehicles using the Community parking areas must not remain for more than three (3) consecutive days. If the vehicle is not removed within the allotted time period, they will be subject to being towed at homeowners expense.

As permitted by law, Management reserves the right to remove vehicles parked in violation of these Guidelines and Rules, and further reserves the right to remove inoperable vehicles or vehicles without current license plates or tags. All costs that contribute to the removal of vehicles from the Community will be the responsibility of the owner(s) of the vehicle or Resident.

Motorcycles

Licensed motorcycles may be ridden to and from the Residents home, and riders must abide by all State of Michigan and local laws (ie. helmets, speed limit, etc.). NO "cruising" through the Community is permitted. No motorcycles are permitted on sidewalks or in playground areas. Motorcycles must be registered at the Community office and must have quiet mufflers. Motorcycles are to be parked on parking pad, patio, or stored in shed - not on grass or sidewalk. No mo-peds, minibikes, motor scooters, go carts, dirt bikes, all-terrain vehicles or snowmobiles are permitted to be operated or stored within the Community. Battery operated bikes, scooters or other vehicles are not permitted on Community streets.

Recreational Equipment

The operation of trail bikes, minibikes, snowmobiles, off road vehicles, all terrain vehicles, and other vehicles of this nature are not allowed within the Community. Transportation of this equipment to and from the home site is to be by trailer only. Boats, seadoos, motor homes, unmounted truck campers, caps, all-terrain vehicles, snowmobiles or trailers of any kind may not be kept on site or in Community parking areas. These items must be kept or stored outside the Community. We ask that Residents notify the Community Office if bringing a camping trailer, motor home or boat into the Community for loading, unloading or cleaning. There is a twenty-four (24) hour maximum time limit for this purpose unless prior arrangements have been made with Community Management. Parking of such vehicles on Community streets is not permitted. Snowmobiles are not to be operated or stored in or around the Community.

Vehicle Washing and Repairing

Water conservation is everyone's responsibility. Absolutely no vehicle washing will be allowed if water bans are in effect. An automatic shut off nozzle, such as a pistol grip, must be used. Exercise caution to prevent wasting water, as it's humanities most precious resource. Minor repairing of vehicles on site, such as changing tires, spark plugs, fan belts, battery charging, etc., is allowed. Repairs such as oil changes, replacing mufflers, brakes, transmissions, engines, body refinishing, etc., are not permitted. Vehicles cannot be left unattended up on ramps or blocks. Any vehicles dripping oil or other fluids must be repaired immediately and the stains caused by the vehicles of Resident(s), home Occupant(s) or Guest(s) must be completely removed at the expense of the Resident.

Parking

Parking is provided for a maximum of two (2) vehicles per each home site. No parking is permitted on streets, sidewalks, patios, lawns, or vacant sites. No on street parking and no parking within 10 feet of a fire hydrant within the Community. In some Communities there may be a third parking space, which is to be shared between two neighbors. This third space is not to be monopolized by one Resident for a third vehicle without permission from his/her neighbor. Fire, ambulance or other emergency vehicles cannot serve Residents' needs when vehicles restrict the right-of-way. If it is necessary to temporarily park in the street to load or unload, or clear snow out of the driveway, please leave the four-way flashers on. In some cases additional parking may be installed, at the Resident's sole expense, provided he/she has obtained Management approval and it is not in violation of local and state regulations. (SEE PAGE 15 - CONCRETE EXPANSION).

Traffic and Vehicle Regulations

All traffic regulations MUST be observed and obeyed throughout the Community. **A 15 MPH SPEED LIMIT IS A STATE LAW** in all Manufactured Home Communities and WILL be enforced. Adherence to "Children Playing", "Stop", "15 MPH", Handicapped and other caution signs of this nature is a must. Violators will be issued rule violations. Continued violations for the same offense can lead to legal action. Visitors' vehicles may be parked at the Community Building where guest parking is provided. If using a neighbors parking area, one must obtain the neighbors permission first. **NO ON-STREET PARKING IS PERMITTED.** Residents are responsible for informing their guests' of this and other pertinent Community Guidelines and Rules. Vehicles illegally parked on the street may be towed at the vehicle owner(s) or Residents risk and expense.

Commercial Vehicles

Large trucks, such as stake, semi, cement, step vans, etc., must not be parked on home site or in the Community parking areas. Special, temporary circumstances will be taken under consideration by Management.

Pet Policy

Pets

Pets are not allowed without written approval of Management. Farm classified animals or exotic pets are not permitted. Only a dog or cat may be allowed by Management and PETS ARE LIMITED TO TWO (2) PETS, PER HOUSEHOLD. Pets must be registered at the Community Office. PROOF OF LICENSE AND IMMUNIZATION IN ACCORDANCE WITH STATE AND LOCAL LAWS MUST BE PROVIDED AT THE TIME OF REGISTRATION AND ANNUALLY THEREAFTER. An additional fee will be charged monthly for your pet. This fee will be waived for cats that are declawed and neutered, after submission of proper documentation to Management.

Management retains the right to refuse registration (or void any registration already accepted) for any breed of animal that displays aggressive behavior or ill temperament.

Pet owners should consider the health and happiness of their pet in a Manufactured Housing environment. In this context the following should be considered:

- A. Pets are not allowed to run loose throughout the Community and must be kept on a secured leash when outside the home. Thereby, no "invisible fences" are allowed.
- B. Pets are not to be left outside the home for extended periods of time (1/2 hour maximum) unless accompanied by an adult member of the household.
- C. Pets are NEVER to be left outside when an adult member of the household is not at home.
- D. Any Resident has the right to call Animal Control when pet owners fail to leash pets when outdoors.
- E. Noisy or unruly pets or those which cause legitimate complaints will not be allowed to remain in the Community. Barking must be kept under control.
- F. Community grounds (e.g. clubhouse, boulevard islands, playgrounds, park areas) are not to be used for walking pets, nor should pets be allowed access to other Residents home sites.
- G. Home site must be kept clear of pet litter.
- H. Damage to yards caused by pets must be repaired by the Resident at his/her expense within seven (7) days. It is also the responsibility of the Resident to clean up after their animal when they are walking them.
- I. Except for certain handicapped people who are in need of a pets assistance, pets are not allowed in the Community Building, swimming pool area, playgrounds, Community perimeter or any other area where Residents congregate.
- J. Doghouses, pens or other types of animal shelter are not allowed to be erected or placed on the home site.
- K. Visiting pets must be registered at the office, are only allowed to stay two (2) weeks, and must conform to all Community pet policies.
- L. Failure to conform to these Pet Rules may be grounds for termination of Residency.
- M. RESIDENTS WHO ARE FOUND TO KEEP UNREGISTERED PETS IN THE COMMUNITY WILL BE SUBJECT TO A \$100.00 PENALTY.
- N. Service animals are not considered to be "pets", however, all Pet Rules not inconsistent with fair housing laws pertaining to service animals will apply to service animals. Management requires verification from the handicapped person's health care provider that the service animal is necessary in order to allow the handicapped person to have the same opportunity that a non-disabled individual has to use and enjoy the leased premises. Please see Management for details and necessary forms.
- O. It is the Residents responsibility to notify the Community Office if Resident no longer has a pet, and the pet fee will be dropped as of the 1st of the following month after notification to the Community Office.

Nature's Pets (Outdoor Birds and Animals)

If the feeding of these pets cause legitimate complaints, the Resident will be asked to refrain from doing so. No feeding of ducks or geese. Too many bird feeders can be a nuisance.

Absolutely no food (such as bread) may be placed on the ground at any time to feed animals or birds - Health Department Requirement.

Community Amenities

Generally

The Community amenities are maintained as a service to the Resident and should be treated with respect. Your cooperation in keeping facilities clean and serviceable is essential and appreciated. Any irregularities in the operation of these conveniences should be reported to Management. Residents and their guests using the Community facilities do so at their own risk. Management is not responsible for injury or accident loss of any kind, connected with such use. Residents under the age of eighteen (18) are not permitted in the Community Building without a parent or guardian unless otherwise specified. Rudgate representatives may, at any time, restrict the number of occupants (including guests) allowed in the Community Building or pool as regulated by the Fire Marshall and/or Health Department.

Community Building and Recreation Facilities

The Community Building and its facilities may be made available to Residents and their guests only. Reservations for private parties and gatherings should be made in advance and will be accepted providing there are no other reservations with deposits. Resident must not be delinquent in rent to use facility. A deposit is required prior to use. The deposit will be returned once Management has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to do so will lead to the forfeiture of any deposit. The Resident is financially, legally and otherwise responsible for any and all other expenses related to the repair of any damage. Use of the facility must not disturb the peace and quiet of the Community. Alcoholic beverages are not permitted outside of the Community Building or on any common grounds area. The use of all recreational facilities within this Community are for Residents only. All guests must be accompanied by a Resident when using recreational facilities. It is the responsibility of the Resident to insure that their guest's observes all applicable Guidelines and Rules. A Community Building attendant is required to be present during all Resident related functions.

Swimming Pool (Where Applicable)

The swimming pool, where provided, is for the exclusive use of Residents and accompanied guests. The swimming pool rules and regulations are posted at the pool. These posted rules are to be considered a part of the Guidelines and Rules set forth in this guide. For your personal safety, it is vital that you, your family, and guests obey these rules. Failure to do so may result in personal injury or loss of the privilege. Bicycles are to be placed ONLY in designated areas provided.

Playground

- A. Playing of baseball within the Community is prohibited.
- B. Playgrounds, basketball courts and other recreational facilities are provided in the Community for Residents' use.
- C. Playground equipment is provided for the children of the Residents within the Community. Parents and legal guardians are to stress safety and supervise their children. The children are to be considerate of the surrounding Residents. Parents are responsible for the actions of their children and guests.
- D. No loitering is permitted at the playground area. Playground hours are from 8:00 am to DUSK.

Bus Stops

Children going to and from the bus stops are to use sidewalks where provided. If no sidewalks exist, children should walk along the side of streets, not obstructing traffic. Cutting through other Residents yards will not be permitted. While at the bus stop, noise must be kept to a minimum. Running around the Community Building or Resident homes adjacent to bus stops is prohibited. Parents are responsible for their children's actions. For personal safety, it is vital that children obey these rules. Failure to do so may result in loss of bus and bus stop privileges.

Mailbox Keys

In the event that Management provides mailbox keys to Residents, a \$40.00 charge will be assessed for lost keys resulting in the cost of a new lock, keys and labor to install.

Legal Responsibilities

Attorney Fees in Just Cause Evictions

In a contested action to terminate a tenancy for "just cause," the prevailing party shall receive the following as "liquidated damages" as allowed under the Michigan Manufactured Housing Commission Act, MCL4 125.2328C and the Michigan

Summary Proceedings Act, MCLA 600.5765:

Five hundred (\$500.00) dollars for an action in District Court;

Three hundred (\$300.00) dollars for each appellate level.

These liquidated damages are intended to reimburse the prevailing party for its expenses incurred in connection with the termination of action and shall not be construed as a penalty. The payment of these "liquidated damages" shall not preclude either party from recovering their actual additional damages resulting from personal injury of physical damage to personal or real property caused by the other party or from recovering any unpaid rent or charges under the lease, if any is in effect, or these Guidelines and Rules.

Invalidity

Should a court of competent jurisdiction declare any part of this document to be invalid, the rest of this document shall remain in effect as though written without that part.

Negligence

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

Rights of Management

Management rights are cumulative, and the lack of enforcement of any particular guidelines at any time does not imply a lack of willingness or ability to enforce in the future.

**We thank you for selecting a
Rudgate Community for your Residence.**

Revised Date: 01/10

Signature Page

I / We have read these Rudgate Manufactured Home Community Guidelines and Rules and further understand that I / we, all occupants and our guests, acknowledge and agree to abide by these Guidelines and Rules for the duration of my residency.

X _____ Date _____
Resident

X _____ Date _____
Resident

X _____ Date _____
Community Management or Witness

FOLD AND TEAR ON PERFORATION