



TrailTree Village

175 North Michigan Avenue, Coldwater, MI 49036
Covenants, Conditions & Restrictions

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Index to Covenants, Conditions & Restrictions

<u>Topic</u>	<u>Page</u>	<u>Paragraph</u>
Acknowledgment of Covenants, Conditions & Restrictions	1	1
Advertising, Soliciting, Commercial Business and Other Uses of Premises	19	34
Alcohol Consumption/Substance Abuse	19	31
Amendments	1	5
Automobiles	12	24
Buyers and Tenants Handbook	22	40
Children	13	27
Conduct	18	30
Disclaimer	21	39
Enforcement of Covenants, Conditions & Restrictions	1	6
Firearms, Weapons, and Explosives	19	32
Firewood Storage	10	20
Home Site Maintenance	8	16
Improvements and Alterations	8	15
Keys	21	37
Liquidated Damages	2	9
Loss and Liability	21	38
Landlord Approval	1	2
Manufactured Home Installation and Standards	3	11
Motorcycles	13	25
Neighbor Relations	19	33
Notice of Rule Violation	2	7
Owner of Record	1	3
Ownership and Responsibility for Gas Lines, Electric Lines, etc.	23	42
Patio/Lawn Furniture	10	19
Payment of Rent/Failure to Pay Rent	2	10
Personal and Fire Safety	21	36
Pets	20	35
Recreational Trails, Community Garden, Parks, Playground Equipment, and Recreational Facilities	13	28
Recreational Vehicle Storage	13	26
Removal of Manufactured home	7	14
Residency	1	4
Rights to Space and Transferability	7	13
Rubbish Removal	11	23
Snow Removal	10	21
Storage, Sheds & Garages	9	18
Termination of Tenancy	2	8
Trespass	18	29
Utility Billing and Charges	22	41
Water and Sewer Connection	6	12
Water Usage	10	17
Winterizing Home	11	22

Glossary of Terms

- Eviction** - A court administered proceeding for removing a Tenant from a mobile home space because the Tenant has violated the rental agreement or lease, or did not comply with a 60-day termination of tenancy notice.
- Eviction Notice (aka seven-day written notice)** - A seven-day written notice that the mobile home park owner and/or Landlord serves on the Tenant (mobile home owner) when the Tenant has violated the lease or rental agreement. The seven-day written notice usually instructs the Tenant to either leave the mobile home space or comply with the lease or rental agreement e.g. by paying past-due rent within the three-day written notice period.
- Land Lease Community** - Private land developed as home sites for mobile and/or manufactured homes. In most areas, most home sites are leased to the mobile home owner for a monthly fee referred to as space rent or lot rent.
- Lessee** - One who contracts to rent, occupy, and use a mobile home space under a lease agreement. The Lessee is also referred to as a Tenant.
- Lessor** - A mobile home park owner who enters into a lease agreement with a Tenant. The Lessor is also referred to as a Landlord.
- Landlord** - The owner, or any authorized representative there of, who is in charge of day to day operation, control, maintenance, and oversight of real estate and physical property. This can include residential, commercial, and land real estate. Landlord cares for and monitors, with accountability for and attention to its useful life and condition.
- Manufactured Home** - Refers to homes built after June 1976 when the HUD code governing building standards for factory built homes was instituted.
- Mobile Home** - Mobile Home is often used interchangeably with the term Manufactured Home, they are technically different. Mobile Home refers to homes built prior to June 1976.
- Modular Home** - Refers to a manufactured home built in a production facility in two or more sections then transported and assembled on location.
- Natorium** - An enclosed building that contains a pool
- Personal Property** - Property that is movable e.g. autos, boats and mobile homes are examples of personal property. Loans on personal property are referred to as Chattel Loans.
- Real Property** - Property that is not movable e.g. land, homes or garages that are fixed to land, and commercial buildings that are fixed to land are all examples of Real Property.
- Tenant** - Tenant is a homeowner or other person who lawfully occupies a mobile home.
- Sublease/Sublet** - A lease from a lessee to another lessee. The new lessee is a sublessee or subtenant.
- Tag** - A multi-section home where one of the sections is considerably less in length than the other sections is called a tag. The tag, as in tag-a-long, is built on its own frame and chassis and is used to expand the floor space in a portion of the mobile home.
- Tenancy** - Tenancy is the right of a homeowner to the use of a site within a manufactured housing community on which to locate, maintain, and occupy a manufactured home, site improvements, and accessory structures for human habitation, including the use of the services and facilities of the park.
- Title** - The title is identified as a "Certificate of Manufactured Home Ownership" or "Certificate of Mobile Home Title." These documents look like a vehicle title and serve the same purpose.

Covenants, Conditions & Restrictions

Welcome! And thank you for becoming a part of TrailTree Village. We are pleased to be given this opportunity to serve you and encourage your comments and suggestions. Our commitment is to provide Tenants pleasant surroundings within a well-governed and peaceful Manufactured Home Community. To accomplish this type of environment, a set of standards have been established and is contained herein as your Covenants, Conditions & Restrictions (“CC&R”).

- 1. Acknowledgement of Covenants, Conditions & Restrictions:** Prior to residency in this community, each Tenant must sign an acknowledgment that he/she has read and received a copy of the Covenants, Conditions & Restrictions (“CC&R”) as set forth herein and any amendments thereto. Tenant agrees to abide by the CC&R and all state, county, and city laws and ordinances. Tenants failure to comply with the CC&R may result in the termination of tenancy as provided by law.
- 2. Landlord Approval:** All prospective Tenants must complete a rental application in a form approved by Landlord before residency is considered for approval. Landlord has the right to reject tenancy due to false or misleading statements on the rental application. Additionally, if an applicant wishes to place a used manufactured home on a home site in TrailTree Village, current photographs of all exposed sides of the home plus its appurtenances (storage shed, steps, porches, tags or additions, etc.) must be presented to Landlord at the time of application. Landlord reserves the right to physically inspect the home at its location at the time of application before granting approval for residency.
- 3. Owner of Record:** Tenant warrants and represents that he/she is the owner of the manufactured home and agrees to provide Landlord evidence of same upon request. Proof of ownership such as the title to the home and/or purchase agreement are required at a time of move in and failure to provide such proof to Landlord is grounds for immediate eviction. The burden of providing such proof is on the Tenant.
- 4. Residency:** Landlord will use the following guidelines in evaluating occupancy within a manufactured home in TrailTree Village:
 - a) Two persons per one bedroom home, four persons per two bedroom home, six persons per three bedroom home, and eight persons per four bedroom home
 - b) To a maximum of 250 square feet of living space per occupant.
 - c) And no more than four unrelated individuals living in one home.The aforementioned are guidelines and if in conflict with any federal, state or local laws, the public regulations shall take precedence. Any person residing in a home for more than thirty (30) days is considered a Tenant and must be registered and approved with Landlord. Unregistered Tenants will be cause for eviction.
- 5. Amendments:** From time to time rules may be changed or additional rules may be added. At least thirty (30) days prior to implementation, a written notice of the proposed amendment will be forwarded to all Tenants. The form of delivery may include a separate letter, inclusion in community newsletter, or some other reasonably descriptive written form. From time-to-time, Landlord may issue interpretive statements regarding existing rules and regulations. These interpretive statements will have the same force and effect of amendments to the rules. Any new rules or regulations will be considered part of the CC&R set forth herein and will be enforced accordingly. New or altered rules will be effective thirty (30) days after delivery.
- 6. Enforcement of CC&R:** Reasonable effort will be made by Landlord to ensure that these CC&R are enforced and that the safety and comfort of TrailTree Village’s Tenants are not disturbed. Tenants should understand that occasions may arise in which a Tenant may feel that Landlord is either applying an improper interpretation to a

rule, enforcing a rule which in Tenant's personal opinion is "unfair" or applying a rule unequally to all Tenants. In any such instances, Landlord's interpretation and enforcement will be final. Whereas Landlord will use reasonable efforts to apply all rules to all Tenants simultaneously and equally, neither the timing of enforcement for rules against one Tenant versus another nor the interpretation of rule applicability in specific instances for one Tenant versus another will not negate the binding nature of Landlord's interpretations or enforcement against any Tenant. Ignorance of these CC&R is not an excuse for non-compliance.

- 7. Notice of Rule Violation:** It is the Tenant's responsibility to ensure compliance with all CC&R's at all times. Whereas Landlord may use reasonable efforts to contact Tenants who violate a rule or regulation by means of a personal visit, a telephone call, and/or a written **NOTICE OF RULE VIOLATION**, such contact is not a requirement for enforcement of action against Tenants for noncompliance of any CC&R. If contacted by Landlord, it is expected that Tenants will correct the violation within the amount of time specified. Constant violations will lead to eviction proceedings. Please note that your adherence is absolutely essential to provide you and your neighbors a pleasant environment.
- 8. Termination of Tenancy:** Pursuant to MCLA 600.5779, Tenants shall continue to pay rent and other charges to Landlord when due following the demand for possession of the premises. During the pendency of the action, Landlord may accept all such payments of rent and other charges without prejudice to the action to evict the Tenant. If payment is not timely made, Landlord may proceed under MCLA 600.571(1)(a) without prejudice to the just cause termination.

Lease Termination Initiated by the Tenant – Any Tenant who has occupied the premises for more than 13 months may terminate this Lease by a thirty (30) day written notice to the Landlord.

- 9. Liquidated Damages:** 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 Mobile Home Commission Act, MCLA 125.2328c, and the Michigan Summary Proceeding Act, MCLA 600.5785:

- 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 action, and shall not be construed as a penalty. The payments made for these "liquidated damages" shall not preclude either party from recovering their actual additional damages resulting from personal injury or 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 CC&R.

- 10. Payment of Rent/Failure to Pay Rent:** Rents are to be paid monthly. Rent is due on the first day of each month and must be paid on or before the fifth day of the month. Tenant agrees to pay a late charge for rents or any charges due of any kind whatsoever due and not received by or delivered to Landlord at the above address on or before the close of business on the fifth day of the month or postmarked by the first day of the month.

The amount of the late charge according to the schedule that follows:

- a) If not received by close of business, 5:00pm EST, on the fifth day of the month due at the address above, a \$50.00 late fee is due.
- b) If any and all amounts due Landlord of any kind whatsoever (including the \$50.00 late fee under 10a above) are not received by midnight on the tenth day of the month at the TrailTree Village Office, the rent drop box, or mailed to TrailTree Village, 175 North Michigan Ave, Coldwater, MI 49036, an additional late fee of \$5.00 (Five and 00/00 Dollars) PER DAY after midnight on the tenth day of the month shall be charged. By way of example and not limitation, if rent is received on the 14th of the month, a total late fee will be due of \$70.00 (\$50.00 + (4 x \$5.00))
- c) Notwithstanding anything else, the maximum late fee which will accrue for any one month shall be \$125.00.

Cash payments are not accepted for past due rent and related fees. These payments will only be accepted in the form of a money order or certified check for past due rent.

If Tenant pays regular timely rent payments with a personal check, a charge of \$50.00 will be assessed against any check that is not honored for any reason.

In the event of non-payment by Tenant of any amounts due under this Lease and/or, if applicable, a related Lease Option Agreement, (including by way of example and not limitation the Monthly Home Rent Payment (as defined in the Lease Option Agreement if applicable), the monthly Base Rent or other Monthly Charges as detailed in paragraph 6 of the Lease, late fees, repair costs billed under the Lease Option Agreement (if applicable), insurance premiums billed under the Lease Option Agreement (if applicable), taxes billed under the Lease Option Agreement (if applicable), legal or court related costs, utility costs billed, etc.) any payments received from Tenant will be applied to outstanding amounts due in the following order at the sole and absolute discretion of Landlord irrespective of any verbal or written designation otherwise by Tenant:

- First to court costs, legal fees or other similar costs.
- Second to late fees.
- Third to costs billed for repairs, insurance, taxes, violations, additional deposits required, or such other fees or costs charged to Tenant under a Lease Option Agreement (if applicable), or Community Lease or this CC&R.
- Fourth to utility costs billed to Tenant.
- Fifth to any outstanding monthly rent payment due on the home leased under a related Lease Option Agreement (if applicable).
- Lastly to any outstanding Base Rent or other Monthly Charges due under the Lease or the CC&R.

In the event Tenant fails to pay rent or other charges on or before the fifth day of the month, Landlord may issue a Notice To Quit, Non-Payment of Rent. Failure of Tenant to make timely payment of rent or other charges as provided in the Lease or these CC&R on three or more occasions during any 12-month period for which failure Landlord has served a written Notice to Quit, Non-Payment of Rent, pursuant to MCLA 600.5714(1)(a) and Tenant has failed or refused to pay rent or other charges within the time period stated in the Notice To Quit, is just cause for eviction pursuant to MCLA 600.5775(2)(f). If Landlord institutes an action of summary proceeding against Tenant based on default in the payment of rent, then Tenant shall reimburse Landlord for the expenses incurred by Landlord including any and all attorney fees, court costs, process server fees, filing fees or other fees. So long as the Tenant shall be a Tenant thereunder, the amount of such expenses shall be deemed to be additional rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

Termination of Promotional Discounts - If Tenant defaults under any of the terms of this Lease or a related Lease Option Agreement (if applicable) or requirements contained in these CC&R, by way of example and not limitation the requirement to pay rent on time (i.e.: if Tenant makes any payments late), any promotional discounts which Tenant was receiving as inducement to occupy the premises described in this Lease or the home pursuant to any applicable Lease Option Agreement shall end immediately and Tenant shall be obligated to pay the full non-discounted monthly rent payments under this Lease and non-discounted amounts under any applicable Lease Option Agreement.

- 11. Manufactured Home Installation and Standards:** Proper installation of a manufactured home is the sole responsibility of the Tenant and those dealers, installer, repairers or such other contractors hired or retained directly or indirectly by Tenant. Landlord disclaims any and all responsibility for damages to any home due in any way to faulty and/or insufficient placement, installation and/or removal. All new installations and existing manufactured homes must comply with all local ordinances and state laws concerning placement, anchoring and setting up home prior to the Tenants taking occupancy therein. All homes must be titled by the State of Michigan and proof of such must be reviewed by Landlord. Tenants shall be solely responsible for any damage to community property or that of other Tenants resulting from the installation or removal of his/her manufactured home. Placement, installation and removal of manufactured homes must be supervised by an employee

designated by Landlord. Placement, installation, set up and removal may only be done by the home owner or licensed and insured service providers. Landlord will provide Tenant with a copy of the TrailTree Village Community Set-Up Regulations which must be adhered to unless manufacturers specifications, state, local or federal law provide a higher standard or a mandatory standard.

To provide and maintain a clean and attractive community, all manufactured homes must meet the following standards:

- A. The exterior of the home must be kept clean and in good condition. The exterior area is to be maintained in a neat, safe, and attractive manner at all times. Such maintenance includes by way of example but not limitation, damaged siding or skirting, damaged gutters, fascia boards, painting of any or all exterior exposed surfaces, roof coating/sealing, cleaning of any/all rust stains or other stains upon any exterior surface etc. The choice of any exterior applied color or stain is subject to the written approval of Landlord and such approval must be obtained by Tenant prior to application. Landlord may require the Tenant to repaint or restain any areas of a home for which the color used is offensive, objectionable or aesthetically unacceptable in Landlord's sole and absolute discretion.
- B. Each home must have the address (unit number) attached in numerals that are clearly visible from the street. Non-rigid stick-on numbers (i.e. paper, Mylar, plastic, etc.) may not be used.
- C. All windows and doors are to be in good condition. Broken windows must be repaired immediately. Plastic may not be used for window replacement. No objectionable or offensive items or material may be visible from the exterior of the home. Unconventional items such as sheets, blankets, towels, etc. may not be used as interior window treatments. Landlord has the right to reject a window treatment deemed inappropriate.
- D. Approved fire-resistant skirting is required and must completely enclose the space beneath the home. Skirting must be properly ventilated and access panels of sufficient size in the utility hook up areas installed. Materials and color are to match or attractively accent the home's exterior. Tenants shall skirt home within thirty (30) days of occupancy or within such period in excess of thirty days as may be agreed to in writing by Landlord to accommodate weather or unusual conditions. The area beneath the home must be kept clean and free of combustible materials.
- E. Steps leading to all entry doors are required and must be approved in writing by Landlord prior to placement. Landlord may in their sole discretion restrict the type, style and construction materials of steps and Tenant should obtain written authorization to place any and all types of steps prior to actual placement. A handrail must be attached on all open sides of the steps as required by building codes. Steps are to be maintained in a safe and attractive manner. All wooden steps are to include vertical spindles on all handrails with such posts spaced not greater than four (4) inches apart. If a Tenant chooses to have an off-side set of steps, they must comply with the same handrail and spindles requirements as the front steps. Off-side entry doors may not be used as the primary home entrance and decks, porches, etc. may not be erected on the off-side door side of the home unless approved by Landlord in Landlord's sole discretion.
- F. All porches and decks must be constructed of treated (weather-resistant) wood with handrails on all exposed sides. All handrails must include spindles with such posts spaced not greater than 4" (four inches) apart when deck is elevated 32" (thirty-two inches) above grade, or as required by building codes. Lattice made of treated wood or other enclosure materials as specifically approved in writing by Landlord must enclose the space beneath the porch or deck. Awnings and additions are to be of approved materials. All are to be maintained in good condition. Prior to installing a porch, deck, awning or addition, the Tenant must first obtain the written approval (as it pertains to location, size, building materials, etc.) of Landlord. All submissions must be in writing accompanied by a "to scale" sketch of the home site including the proposed improvements.
- G. Nothing additional may be constructed to or on the home or home site without Landlord's approval and written consent.

- H.** Central air conditioning units must be placed on a cement slab or prefab composite slab with the location approved by Landlord. Window air conditioning units must be securely braced to the home and cannot be installed in the front window. The specific location of window air conditioners must be approved in writing by Landlord and Landlord will determine the acceptability of a location based upon the siting of the home on the specific lot and the physical orientation of the lot itself. No wood bracing or support of any kind to the ground are permitted. If electrical requirements to operate air conditioning units exceed the standard amperage provided by TrailTree Village, Tenant must at his/her expense, upgrade the electrical service from the pedestal to his/her home and the electrical pedestal along with any required changes to the power company service lines. Both types of units must be attractively maintained.
- I.** Towing mechanisms must be removed from the manufactured home upon installation and stored beneath the home. No non-removable hitches are permitted in TrailTree Village unless specifically approved by Landlord to remain mounted on the home, in such cases the towing mechanism must be attractively maintained.
- J.** Fences may not be installed around or upon home sites without obtaining written approval from Landlord. These include fences of a decorative nature for landscaping purposes or in cases where the home site is subject to recurring lawn damage from traffic, for traffic control. All such instances must be approved in writing by Landlord prior to installation and maintained in a good condition.
- K.** Utility connections within the home (electrical, gas, water, sewer, etc.) are the sole responsibility of the Tenant and Landlord disclaims any and all responsibility for any damages due to faulty or improper installation. Approved copper tubing or approved piping shall be used for any gas line. Any tampering or altering of these connections and their metering systems is strictly forbidden. The outside main electrical line to the home must meet local code, be direct wired and be buried.
- L.** All sewer connections from the manufactured home to the sewer riser must be at a minimum, schedule-30 PVC or ABS plastic DWV pipe. A clean-out of at least 3" (three inches) must be installed where the line enters the ground. Sewer line may not be wrapped with a heat tape or similar water supply protection device.
- M.** Water service to the home shall be connected by semi-rigid tubing, such as copper tubing or approved CPVC, or PEX piping. A water supply protection device such as a heat tape, UL or similarly listed, shall be installed at the time the home is placed on the site. Insulation and a protective wrap must cover the heat tape. All protection materials shall be replaced when necessary to prevent the freezing of service lines, valves and riser pipe. A main line shutoff valve is required to be installed just above the service riser pipe, allowing Tenant or Landlord to shut off all water to the home. All homes must have at least one hose bib connection installed with a self-draining shut-off. The location of the hose bib on the exterior of the home is approved by Landlord prior to installation and Landlord specifically reserves the right to require that a hose bib be located on the front door side of the home. Tenant will be responsible for all costs involved in repairing any lines which freeze due to Tenants failure to properly maintain and protect them including labor as described in the section of the CC&R entitled "Home Site Maintenance". Charges incurred as a result of the repairs shall be deemed to be rent and collectible as rent. If Tenant requests Landlord to check their water line for freeze-up and Landlord determines that freeze-up is attributable to improper or inadequate action by Tenant, Landlord will charge Tenant for the time and materials involved in checking the water line including labor as described in the section of these CC&R entitled "Home Site Maintenance". Charges incurred as a result shall be deemed to be rent and collectible as rent with the next monthly rent payment following performance of the work.
- N.** Axles may not be removed from beneath the home. The frame must be placed as close to the ground as possible.
- O.** All homes shall contain at least one (1) fire extinguisher with a minimum 2A-10-B-C rating and at least one (1) smoke detector, both approved by a nationally recognized independent testing laboratory. This notice is provided to Tenant by law and Landlord disclaims any and all responsibility for any damage or loss (including personal injury loss or death) due to any fire protection devices.

P. Aerial Antennas: Exterior aerial antennas set on poles and extending above the home's roof line are not permitted.

- a) Roof mounted antennas must be located on the back of the home and are limited in height to any amount not greater than three feet above the top of the home peak.
- b) No pole mounted aerial antennas are permitted unless the pole is within 12" (twelve inches) of the back of the home and the antennae does not extend more than 3' (3 feet) above the top of the home peak.

Satellite Dishes: Satellite dishes or similar antennas are permitted provided that they do not exceed 36" (thirty-six inches) in diameter. They may only be located in one of the following places:

- a) Mounted on the rear 1/3 (one third) of the home provided they do not extend more than 2' (two feet) above the house peak. The "rear" of the home shall be that part furthest away from the nearest road.
- b) Mounted on the rear 1/3 (one third) of the shed provided that they do not extend more than 2' (two feet) above the shed peak.
- c) Mounted on the ground but only within 3' (three feet) of the edge of the home and within the rear 1/3 (one third) of the home. If located on the ground within this area, the highest point of the antennae may not extend higher than the lowest drip edge line of the home or higher than the total height of the antennae to the next nearest adjoining home or structure of any kind, whichever is less.

Q. Tenant is responsible for proper tie-down of their home. Any tie-downs on Tenant's site whether or not installed prior to occupancy by Tenant are the sole property and responsibility of Tenant. Tie-downs of any kind are not deemed to be real property of Landlord but rather are personal property of Tenant. Landlord disclaims any and all responsibility for damage or loss due to improper or inadequate tie-down.

R. Tenant is responsible either directly or indirectly through a properly licensed dealer, installer/repairer or other contractor to ensure that all pillars supporting the home are properly installed and of sufficient number, properly spaced and supported on a proper foundation. Any foundations (including piers, platforms, slabs, ribbons, etc.) required for perimeter support of the home will be responsibility of the Tenant to ensure that the foundation is installed prior to home installation. Unless Landlord is notified in writing ten (10) days prior to delivery of the home of the need for any additional foundation support beneath the home I-beams or marriage wall, Landlord disclaims any and all responsibility for damage which in any way might be attributable to foundations.

S. No chimneys are permitted to be vented out the side walls of the home. No chimney or vent stacks of any kind may extend beyond a minimum distance above the roof required by building codes.

T. If Landlord in their sole discretion concludes that the home contains roaches, rodents or other noxious and offensive insects or pests, Landlord may require Tenant to retain a qualified and licensed extermination company to inspect and if needed treat the home and submit proof of the inspection and treatment to Landlord within seven days of first notification by Landlord. If Tenant fails or refuses to arrange such inspection and treatment, in addition to constituting a violation of these CC&R sufficient to be a just cause for eviction, Landlord may retain a qualified extermination professional to perform the work. The cost of this professional will be billable to Tenant and collectible as additional rent due and payable with normal monthly rent payment the month following billing.

12. Water and Sewer Connections: Interior and exterior water and sewer connections must be maintained in a safe and leak-free condition at all times. If a sewer line becomes plugged due to Tenant's negligence or if Tenant fails to correct water/sewer leaks after receiving a NOTICE OF RULE VIOLATION, Landlord has the right to enter the premises and perform the necessary repairs as provided by law. Tenant will be billed any and all charges related to the repairs including labor as described in the section of these CC&R entitled "Home Site Maintenance" charges incurred as a result of the repairs shall be deemed to be rent and collectible as rent. Landlord specifically reserves the right at any future time to individually meter and bill or have billed to Tenant fees related to water and/or sewer usage.

Tenant should ensure that their home and any and all items therein are properly protected from damage which may be attributable in any way to temporary loss of water, sewer, gas, electric or reduced volume/capacity of water, sewer, gas or electric. Landlord disclaims any and all responsibility for damage which may occur as a result of such temporary losses or reduced volumes/capacities. By way of example and not limitation, water heater should be equipped with back-flow prevention valves that will prevent draining of the tank (and therefore possible burnout of the heating element) in times of shutoff. Appliances which are subject in any way to damage from a reduced voltage availability or alternatively, from an electrical surge such as might occur during a power "brown-out" or power outage should be protected with proper safety devices.

- 13. Right to Space and Transferability:** The right to occupy a home on the leased site is not transferable with the sale transfer of title to the manufactured home. The Tenant further agrees that he/she will not assign or sublet the manufactured home or leased premises. Landlord must, prior to the transfer of possession of a manufactured home, inspect the leased site and exterior of the home to confirm that it meets all community standards. All items that need repair or corrections must be completed prior to the Landlord's final authorization of resale.

Landlord does not warrant that the inspected manufactured home is in conformity with applicable building codes, that the home is free from defects or that the mechanical, plumbing or electrical systems, including appliances connected therewith, are in working order.

The resale inspection does not create any warranty of merchantability and there are no other warranties created herein. Tenant/Seller's request is for a determination of whether the home is eligible to remain in TrailTree Village in accordance with applicable CC&R, if sold.

All items listed below will be inspected. Should any item not be in compliance as far as the aesthetics or condition of same, it will be noted on the homeowner's resale inspection report for replacement, repair or removal. Such items include:

Condition of: exterior of home, adjacent structures, address marker, exterior doors, windows, siding, skirting, running lights removed and holes caulked, paint, screws, dryer vented outside, wash and wax home, steps, handrail, porches, decks, railing, awning, carports, shed-type, shed site, shed clearance, shed paint, shed doors, shed foundation, air conditioner bracing and foundation, heat tape or heat rod, exterior water and sewer line, water shutoff valve, top of water service supply, garden hose crossover line to patio side with self-draining shutoff, axles and springs under home, hitch under home, tie-downs, no combustible material under home, lawn, parking area cleanliness, sidewalk, patio, yard light (if any), general cleanliness of site, plantings, electrical line direct wired and buried, antenna, etc.

A cost for this resale inspection of thirty dollars (\$35.00) will be charged to Tenant and considered as additional rent pursuant to law. If the home is not sold within sixty (60) days after receiving the resale authorization, Landlord must re-inspect home for any discrepancies when the Tenant has a new buyer.

One 18"x22" "For Sale" sign may be placed inside the front window of the home but only after Tenant receives the final authorization of resale from Landlord. No other signs of any kind are permitted.

- 14. Removal of Manufactured Home:** All rents and other applicable charges to Landlord must be paid in full prior to moving the home from the TrailTree Village Community. Tenant must also provide Landlord with at least thirty (30) days written notice of his/her intent to remove the home. Any Tenant who removes his/her home is responsible for the removal of all rubbish, steps, sheds, etc. from the home site. The home site must be left in a clean and orderly fashion. The home site must be completely cleaned pursuant to this rule within 24 hours of Tenant vacating lot or Landlord may proceed to clean up any and all items, discard them at Landlord's sole and absolute discretion, and deduct any expenses as described herein (including labor at the rate of \$40.00 per man per hour) from the Tenant's security deposit. Any expenses incurred by Landlord to restore the site to its original condition will be charged to the Tenant. Tenant will contact Landlord before the home is removed from the site as stated herein. All work on homes must be performed by licensed and insured contractors and Landlord must be provided with a copy of valid license and a valid proof of workman's compensation and general liability insurance. Landlord must be added to the policies as a named, additional insured prior to any work beginning.

Landlord assumes no responsibility if a dealer, bank or other secured party opts to remove the manufactured home of a Tenant from the TrailTree Village Community.

In the case of a fire or other damage to Tenants manufactured home located in the TrailTree Village community, Tenant shall remain responsible for payment of rent during the balance of the time that the home site is not available for occupancy for another Tenant due to the presence of any property of Tenant. Failure of a Tenant to immediately repair, secure or remove a fire-damaged manufactured home shall be just cause for termination of the tenancy pursuant to MCLA 600.5714 and MCLA 600.5775.

If Tenant abandons the manufactured home placed on the premises, for whatever reason, and if Landlord is required to remove the manufactured home placed on the premises, for whatever reason, and if Landlord is required to remove the manufactured home after notice to Tenant at the Tenant's last known address, the Tenant shall be responsible for any and all expense incurred in removing the manufactured home or other property from the premises and all such expenses shall be considered rent due to Landlord and be collectible as rent.

- 15. Improvement and Alterations:** Tenant shall make no alterations to the subject site without Landlord's written consent. Landlord shall be provided with a sketch of any proposed improvements such as a porch, deck carport, awning, shed and/or pad, home additions, plantings and so on. Tenant shall also be responsible to obtain any required building permits from the governing municipality. A sketch of any proposed excavations and its location is to be provided to Landlord but only after the utility companies have been notified and requested to mark the underground cables. If Tenant opts to remove any of the above described structures, the site shall be restored to its original condition. Tenant improvements made to the site such as concrete pads, trees, and shrubs shall become community property.

Unless performed by the Tenant, all work on homes must be performed by licensed and insured contractors. Landlord's requirements under this section are in no way a representation or warranty as to the work to be performed and Landlord disclaims any and all responsibility for damage or injury related to any improvements or alterations.

- 16. Home Site Maintenance:** Tenant shall maintain his/her home and home site in a clean and attractive fashion at his/her own expense. Tenant agrees that no representation as to condition or repair of the premises, and no premise to alter, repair or improve the premises has been made except as may be executed by Landlord and Tenant in writing prior to occupancy. Tenant shall keep the premises, during the term of their occupancy, in good repair, and at the expiration thereof, yield and deliver up the same in good condition. A determination as to the approximate site boundaries will be reviewed from time-to-time by Landlord. Site boundaries may be reasonably changed to accommodate adjacent home, decks, sheds or other structures but only when such site boundary change does not materially diminish the approximate total square footage previously available to Tenant.

- A. Fire Safety** - All homes are required to have fire extinguishers. All leased homes will have the fire extinguisher located in your kitchen area. Please locate this as soon as you arrive. If you ever use the extinguisher, you must notify Landlord immediately. All leased homes will have operating smoke alarms upon move-in. Please locate and verify working condition. Tenant is responsible for periodically checking alarms as required for operation and replacing batteries as needed.
- B. Toilets** - Clogged toilets/overflows are common problems resulting from Tenant misuse. To prevent clogging and/or overflowing, **DO NOT flush items such as paper towels, tampons and other feminine products, facial tissues, or "DISPOSABLE" towels. (Even when the package says "FLUSHABLE," they tend to cause plumbing problems.)** Preventing overflows is much easier than cleaning up the mess and damage that an overflow can cause. You should keep a plunger handy in case the toilet becomes clogged.
*****YOU WILL BE CHARGED IF TOILET/SEWER IS CLOGGED FROM TENANT MISUSE AND MANGEMENT NEEDS TO UNCLOG SEWER LINES.*****
- C. Lawns & Landscaping Maintenance:** Lawns and landscaped areas are to be free from weeds and debris, mowed to a maintained level not to exceed 4", raked, seeded, fertilized, and properly watered to

maintain a healthy and attractive appearance. In the event a Tenant fails to maintain his/her home site as required, a NOTICE OF RULE VIOLATION may be issued. If not corrected as requested, Landlord has the right to enter the premises and perform any and all necessary maintenance as permitted by law. 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: \$40.00 per man per hour with a minimum of a \$40.00 charge for labor plus any and all direct costs for materials, fuel, equipment rental, haul-away, or any additional indirect costs of any kind incurred by Landlord related to the correction of the issue.

- D. Telephone and television lines are to be buried underground during installation by the appropriate company. Tenants are responsible to confirm this is done. If it becomes necessary for Landlord to bury the cable, Tenant will be charged accordingly for such work.
- E. No towels, rugs, clothing, apparel, or other forms of laundry of any description may be hung outside the home. No clothesline or hanging lines of any kind are permitted
- F. Tenants are encouraged to, after providing Landlord with details and obtaining written approval, plant trees, shrubs and other landscape and hardscape materials around their home sites.
- G. Home sites contain underground utilities such as high voltage electrical transmission lines and other extensive utility cables and pipes. Unauthorized digging could be extremely dangerous. Tenant must receive Landlord's written approval before digging. For approval, the Tenant will provide Landlord with a sketch of the location, the reason for digging and the depth of the planned excavation. Tenant must call **MISS DIG at 1-800-482-7171** and MISS DIG must mark the utility locations on the home site before Landlord will allow the proposed excavation.
- H. The exterior of all homes must be washed at least once each year.
- I. Landlord recommends that Tenants engage licensed and insured service providers to level their homes at least once annually.
- J. Landlord encourages the patriotic display of our nation's flag. Only pole mounted flags are permitted and they cannot exceed, in height, the bottom of the dwelling roof line. Ground mounted flagpoles are permitted provided the location, style, size, materials and other aspects of the flagpole are approved in writing by Landlord prior to installation. All flagpoles must be kept in a neat and well maintained condition. All flags must be kept in good condition.
- K. Birdhouses are not permitted without Landlord's written approval of the type and style. Only good grade, attractive styled house with attractive mounting or hanging mechanism will be allowed. Birdhouses must be maintained in good condition. All spillage resulting from bird feed must be cleaned up no less than weekly or upon notice from Landlord if sooner.
- L. All leaves must be routinely raked and properly disposed of so as to maintain the home site in an attractive condition and avoid damage to the grass. Tree limbs and branches or any portion of tree limbs and branches less than two (2") in diameter must be cleaned up by the Tenant.
- M. Gardens of any kind are not permitted without the written approval of Landlord. In general, gardens will not be allowed except in areas which are not visible.
- N. Trampolines and swimming or wading pools are not allowed.

17. Water usage: Due to the high consumption of water during the summer months, Landlord reserves the right to limit the watering of lawns. Please do not leave sprinklers on for an excessive length of time; as waste increases costs. Running of water for any purpose which results in water running down the road is considered excessive, wasteful and therefore a violation of these CC&R.

18. Storage, Sheds & Garages: No outdoor storage is permitted at any time. All personal property is to be stored indoors when not in use.

Sheds - If there is outdoor storage of any kind, a utility storage shed must be installed on an approved foundation (shed pad or other approved type) at Tenant's expense (one shed per home site). No metal sheds are permitted. Landlord may in their sole discretion allow a second shed on certain sites based upon Landlord's evaluation of site size, home size, proposed shed location, site visibility, and other factors. Tenant is required to

obtain written approval as it pertains to materials, size and location, from Landlord before installing a new or altering the current structure in accordance with city, county, and state building codes.

All sheds shall be pre-assembled or assembled from kits. The maximum shed size shall be 10-feet wide by 12-feet deep (unless a larger size is approved in writing by Landlord at Landlord's sole discretion) with the height not to exceed the level of the home's gutter line.

Shed pads are to be of materials which comply with local ordinances and are approved by Landlord. Shed color and shingles are to match or attractively accent the manufactured home.

Sheds are to be kept in good repair at all times. It is recommended that sheds be anchored in case of high winds.

All toys, bicycles, tricycles, lawn care equipment, garden tools, folding lawn chairs, ladders, etc. must be stored indoors when not in use.

Garages - Landlord may in their sole discretion allow the construction of a garage on certain sites based upon Landlord's evaluation of site size, home size, proposed garage location, site visibility, and other factors. Tenant is required to obtain written approval as it pertains to materials, size and location, from Landlord before building a new or altering the current structure in accordance with city, county, and state building codes.

All garages shall be constructed only after written approval is obtained from the Landlord and all permits are approved and shall be constructed at the Tenant's expense. The maximum garage capacity shall be "2 car" with the height not to exceed the level of the home's ridge line.

Garage foundations are to be of materials which comply with local ordinances and are approved by Landlord. Garage color, materials, and shingles are to match or attractively accent the manufactured home.

The garage man door and overhead door are to be maintained in functional order and closed when not in use. Chipped, peeling or faded paint, dents, cracked or broken windows, and other cosmetic damages are disallowed. Landlord recommends ventilation for the interior of the garage to prevent the buildup of poisonous gases from running vehicles. The garage door should open and close smoothly and without excessive noise at all times.

19. **Patio/Lawn Furniture:** Tenants shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored indoors when not in use. Hot tubs and spas may be permitted with written approval of Landlord if and only if they are incorporated into the design and construction of a deck or patio. Tenants are cautioned that should the existence of hot tubs or spas become a nuisance to other Tenants, removal of the hot tub or spa will be immediately required and failure to do so will be a breach of these CC&R.
20. **Firewood Storage:** Firewood is to be stored at the rear of the home and is limited in size to a pile equal to one-half cord (4' long x 4' high x 4' wide) which is at least 12-inches off the ground. Firewood must not interfere with proper spacing requirements between homes.
21. **Snow Removal:** Snow removal is the responsibility of the Tenant. Snow and ice are to be removed from all driveways, sidewalks, steps and patios on the home site. Do not shovel snow into the street. Landlord will maintain the streets reasonably clear of snow and ice. As with public road maintenance, severe weather conditions will result in a related decrease in the safe driving conditions of the streets; so use appropriate caution. Landlord disclaims responsibility for accident or injury to Tenants, their family members, guests or their property which may occur within this community due to unsafe driving for road conditions. Tenants must adjust their driving speed and control over their vehicles to suit road conditions. Salt deteriorates road surfaces and Landlord may elect not to salt the streets at any location and in most instances when salt is applied it will be applied only at dangerous intersections or curves. The close proximity of homes makes it highly likely that during snow clearing of the streets by Landlord, snow will be deposited in your yard and parking areas. Landlord is not responsible for any damage which may result to yard ornaments, yard decorations, shrubs or any other personal or real property of the Tenant which may be damaged or destroyed as a result of snow plowing. Tenants are encouraged to remove and safely store all front yard decorations, ornaments, etc. prior to the winter season. Any vehicles on streets during plowing are subject to immediate towing at vehicle owners expense.

22. Winterizing Home: Any winterizing of homes (such as plastic being used for storm windows, insulating the skirting, etc.) must be on the interior of the home and/or inside of the skirting. Temporary exterior attachments of any kind are not allowed. A water supply protection device, such as heat tape, UL or similarly listed, shall be installed at the time the home is installed on site and be replaced when necessary to prevent the freezing of service lines, valves and riser pipes. Insulation and protective wrap must cover the heat tape or protection device. Temporary plastic is limited to use on dwelling windows and may not be used to insulate decks, patios or screened sun room type attachments. Any plastic must be maintained in an attractive fashion. All plastic must be removed in early spring and may only re-installed at the end of fall.

23. Trash and Recycling Service & Removal: Trash disposal and recycling in TrailTree Village is provided at one central location behind TrailTree Village Center Building. It is Tenant’s responsibility to place garbage inside the appropriate collection containers. The Trash and Recycling service is for Tenant use only, and for household garbage and recycling only.

This area will be under 24 hours recorded video surveillance and specifically monitored for illegal and improper dumping of debris, garbage, and recycling.

Tenants are responsible for making private arrangements for the removal of large, heavy, bulk items, or items of a hazardous nature at their own expense. Items not removed will be removed by Landlord and Tenant will be charged at minimum of \$50.00 per item plus labor charges of \$40.00 per hour plus all hazardous material disposal fees incurred. If it is deemed necessary to request a dumpster Tenant will be responsible for the full cost of the dumpster and any related transportation fees. These costs will be added to rent and collectible as rent. Trash bags may not be left outside the home, throughout the TrailTree Village Community, or on the ground near the dumpster location. Trash cans may not be left outside the home at any time. Trash may not be stored on Tenant’s site, or in their garage or shed for an extended period of time.

A Recycling Bin will also be located at the same location and subject to specific recycling guidelines. All items placed in the recycling dumpster must be **EMPTY, CLEAN, AND DRY** and listed below on the acceptable recycling materials list. Recycled items do not need to be sorted. No bagged items are permitted in the Recycling Bin. **Plastic bags of any kind are not permitted.** Anyone found dumping unapproved items in the Recycling Bin will be liable for steep fines as imposed by the recycling company. These costs must be paid by Tenant immediately upon presentation of the bill by the Landlord. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceedings or actions available to Landlord at law or in equity.

Acceptable Recycling Materials:

- Aluminum Cans
- Cardboard
- Cereal Boxes
- Glass Bottles
- Household Plastics #1-7
- Magazines
- Mail
- Paper
- Paperboard
- Phone Books
- Steel Cans

Unacceptable Recycling Materials:

- Aerosol Spray Cans
- Aluminum Foil
- Plastic Bags
- Styrofoam Containers
- Tissue Paper
- Wax Coated Cardboard

Unacceptable Garbage Materials:

- Corrosive Waste
- Fluorescent Light bulbs
- PCB Materials
- Construction Debris
- Mattresses & Furniture
- Christmas Trees

- Flammable products and liquids, gasoline, oil, etc.
- Paint cans
- Tires
- Animal carcasses and waste
- Tree stumps, dirt, sod, gravel, stone, rock, brick, etc.
- Lead, acid/wet or lithium cell batteries
- Railroad ties
- Toxic materials or bio-hazardous material's or waste
- Propane/oxygen/helium tanks
- Items containing gases such as Freon
- Explosives, live ammunition or weapons
- Any items that may damage the hauling equipment

24. Automobiles: All vehicles must be registered with Landlord including make, model, color and plate numbers.

- A. Tenants and their guests may only park in the space(s) designated by Landlord. Parking vehicles on adjacent spaces, vacant sites, lawns, fire lanes, patios, etc. is not allowed. No vehicle is to be parked outside the asphalt or concrete designated parking areas on the home sites. Overflow parking for temporary overnight use is permitted in the Community Center parking lot. No vehicles shall be left more than 24 hours in the Community Center parking lot without prior written permission from the Landlord.
- B. All vehicles must be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within TrailTree Village is not permitted. Mufflers which would not be classified as stock mufflers (such as "glass packs," etc.) are specifically prohibited. The objective of this rule regarding mufflers is to prohibit excessive noise. The determination of excessive noise will be at the sole discretion of Landlord.
- C. TrailTree Village does not provide a specially designated area within TrailTree Village for maintenance on vehicles. Routine maintenance or minor repairs on vehicles may be carried out at the home site (i.e. change spark plugs, replace fan belts, or flat tire repair). Major repairs or maintenance or projects requiring ramps or blocks (i.e. repairing or replacing an exhaust system, oil changes or rebuilding an engine) are not allowed. In general, any repair or maintenance project which requires more than one wheel of the vehicle to be raised at any time and/or takes longer than 15 minutes will be considered a "major" repair and is prohibited within TrailTree Village. The final determination of specific repairs or maintenance, where there is a disagreement between the Tenant and Landlord as to whether or not the work is "minor" or "major", will be in the sole discretion of Landlord. Vehicles dripping fluids must be repaired at once. Any fluid spills or leaks on the roads or parking spaces must be cleaned up by Tenant. If necessary, Landlord will do so and charge the Tenant all costs associated with the cleanup including labor costs as more fully described in the section of these CC&R entitled "Home Site Maintenance". Such charges will be considered rent and collectible as rent.
- D. No vehicle with a load capacity in excess of three-quarters ton shall be kept, stored, or placed within TrailTree Village except while making regular deliveries. Tractor Trailers, "Eighteen Wheeler's" and similar large trucks and trailers are expressly prohibited under these CC&R.
- E. All vehicles operating within TrailTree Village must abide by the posted 15 MPH speed limits and all other traffic signs. Speeding is dangerous and will not be tolerated. The determination as to whether or not Tenant, their guests or occupants are driving in excess of the posted speed limit or too fast for conditions will be at the sole discretion of Landlord. As with all other rules, Tenants are responsible for the compliance of their minor children, other dependant, guests, and occupants of their home.
- F. Fire hydrants are located within TrailTree Village, vehicular parking is prohibited within ten (10) feet of any hydrant, or such other greater distance as may be required by law.
- G. As permitted by law, Landlord reserves the right to remove vehicles parked in violation of these CC&R and further reserves the right to remove inoperable vehicles without current license plates or tags. All home sites are provided with off-street parking, parking on the street for extended periods of time is a violation of state law and parking on the street between the hours of midnight (12:00AM) and (8:00 AM) will not be tolerated. All costs incident thereto shall be paid by Tenant and considered additional rent and collectible as rent. Landlord disclaims any and all responsibility for damage to vehicles, other property or injury resulting from removal of vehicles pursuant to this rule.

- H. Vehicles may not be parked at or near the TrailTree Village entrance, Community Center parking lot, in any visitor parking area, nor on any common area in order to display the availability for sale.
- I. Tenants may wash his/her car at his/her home sites except in time of summer water shortage. Tenant is requested to use care and conserve water. A self-closing nozzle in proper working order must be used on the water hose while in use.

25. Motorcycles: Fully licensed and insured motorcycles are permitted to operate on the paved roads within TrailTree Village only for transportation in and out of TrailTree Village. "Joy riding" within TrailTree Village is never permitted. Motorcycles are to be parked in Tenant's parking space or they may be stored in the utility shed or inside a fully enclosed garage. Parking elsewhere on the home site is prohibited.

The operation of other motorized vehicles including ATV's, ORV's, mini-bikes, motor-cross bikes, snowmobiles, go-carts, etc. within TrailTree Village is strictly prohibited. Only motorized vehicles found to be necessary for the reasonable accommodation of the physically handicapped will be permitted with written consent from the Landlord.

26. Recreational Vehicle Storage: Storage of boats, campers, motor homes and other forms of recreational vehicles upon the home site outside of a fully enclosed garage or in the street is prohibited. No form of recreational vehicle may be attached to water or sewer or other utility connections. In the event recreational vehicle storage is provided in a designated location within TrailTree Village, it is available for use as space allows. No person may sleep or live in any type of recreational vehicle in TrailTree Village. In order to store a recreational vehicle, Tenant must complete a Space Rental Agreement at the TrailTree Village office and pay storage charge, if any. It is further agreed that Tenant accepts all liability and agrees to park the recreational vehicle in an orderly manner and will keep the area free from litter. Storage areas are not for cars, though at Landlord's discretion, cars may be allowed in the storage area if space permits. If a car, or some other item, being stored other than a recreational vehicle as described herein is permitted in a storage area and space in the area later becomes unavailable, Tenant must, upon ten (10) day notice from Landlord, remove the car or other item.

Snowplows, utility trailers, boat trailers, snowmobiles, truck caps, and trailers of any other type or description are examples of items specifically prohibited from storage on a home site outside of a fully enclosed garage.

27. Children: Parents and legal guardians are responsible for the action of their children according to applicable local ordinances and state law.

28. Recreational Trails, Community Garden, Parks, Playground Equipment, and Recreational Facilities: The use of all recreation facilities within TrailTree Village are for Tenants and their accompanied guests only. All minors and guests must be accompanied by an adult Tenant when using any of TrailTree Village's recreational facilities. It is the responsibility of the Tenant to ensure that his/her guests observe all applicable Rules and Regulations contained in these CC&R and posted throughout TrailTree Village and within it's facilities. Items such as golf clubs & balls, hockey sticks and pucks, and any other item which may produce a projectile are not safe for use in TrailTree Village and are prohibited except with the written approval of Landlord in areas designated in writing by Landlord. All recreational facilities, common areas or community owned areas or equipment of any kind whatsoever are to be "used at your own risk". Landlord disclaims any and all responsibility for injury or damage due to use of any facilities, areas or equipment. Should Tenant, or any representative, guest, etc., of Tenant cause through their action, or contributory inaction, damage to any TrailTree Village common areas, equipment, or facilities, Tenant will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Tenant immediately upon presentation of the bill by the Landlord. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceedings or actions available to Landlord at law or in equity.

Community Center: The Community Center is open to Tenants, their minor and other dependants, as well as their guests during regularly posted business hours. This facility is free for your use during these times and is subject to all the above mentioned CC&R regarding TrailTree Village Recreational Facilities. The Community Center is also available for private events hosted by Tenants at a rental service fee and is subject to all of these CC&R as well as specific guidelines outlined in the Community Center & Natatorium Rental Agreement. No access will be granted to the Exercise Center or Tech Center for these private events.

Tech Center: These are policies related to the use of computers owned by TrailTree Village as well as all devices that connect to any TrailTree Village network. Please read, understand, and adhere to these policies.

- No food or drink is permitted in the labs.
- No talking on cell phones in the labs. If you must use your cell phone, please step outside.
- Any music must be listened to through head phones at a reasonable volume.
- Any affiliate of TrailTree Village that is not a Tenant must report to the TrailTree Village Office before using the Tech Center.
- Refrain from doing anything that may be offensive to anyone else.
- This facility is meant to be an community use area used for study, research and communication. Any person found to be a disturbance in this environment through any sort of disruptive behavior will be asked to leave.
- **Shared Responsibilities:** All members of the TrailTree Village community have individual and shared responsibilities to protect TrailTree Village's information assets and comply with applicable federal and state laws and regulations, and these CC&R's.
- **Security:** TrailTree Village will establish, implement, and maintain a network-wide cybersecurity risk management framework based upon widely accepted national standards. TrailTree Village is not responsible for ensuring Tenants are educated in the area of risk level and management.
- **Standards-based:** TrailTree Village will leverage nationally recognized security standards where appropriate and in compliance with applicable state and federal laws and regulations.
- **Privacy:** TrailTree Village will balance its cybersecurity obligations with the reasonable privacy expectation of its staff and Tenants in relation to their personally identifiable information.
- **Continuous Monitoring:** TrailTree Village will monitor, on an ongoing basis, the security technologies and controls that support this policy, in compliance with applicable state and federal requirements, and changes to TrailTree Village's information systems and technology environment.
- Any Tenant found to operate in violation of this Policy may be held accountable for remediation costs associated with a resulting information security incident or other regulatory non-compliance penalties, including but not limited to financial penalties, legal fees, and other costs.

In order to protect the security and integrity of Information Resources against unauthorized or improper use, and to protect authorized individuals from the effects of any potential abuse or negligence, TrailTree Village reserves the rights, at its sole discretion, to limit, restrict, or terminate any account or use of Information Resources, and to inspect, copy, remove or otherwise alter any data, file, or system resources that may undermine authorized use. TrailTree Village also reserves the right to inspect or check the configuration of Information Resources for compliance with this policy, and to take such other actions as in its sole discretion as it deems necessary to protect TrailTree Information Resources. TrailTree Village also reserves the right to control and/or manage use of the frequency spectrum within the boundaries of the TrailTree Village Community. TrailTree Village reserves the right to require those Tenants found to have such devices that interfere or are suspected to interfere with operation of TrailTree Village systems, to discontinue use of such devices, and, if necessary, to remove them from TrailTree Village property.

TrailTree Village shall not be liable for, and the individual assumes the risk of, inadvertent loss of data or interference with files resulting from TrailTree Village's efforts to maintain the privacy, integrity and security of TrailTree Village's Information Resources.

TrailTree Village is not responsible for the content of individuals' personal web spaces, nor the content of servers, programs or files that individuals maintain either in or shared through TrailTree Village-owned

computer resources or on personally-owned computers connected to TrailTree Village's Information Resources.

TrailTree Village reserves the right to suspend network access or computer account(s), or to impose sanctions as defined in this policy if individually-maintained files, programs or services are believed to have been operating in violation of either law or policy. Additionally, TrailTree Village retains the right subject to applicable law and policy to search and/or seize, for investigative purposes, any personal hardware or systems connected to TrailTree Village Information Resources if there is cause to suspect that such hardware or systems were used either in violation of federal, state or local law, or in violation of the CC&R set forth in TrailTree Village policies governing computer and network usage. Restoration will be at the sole discretion of Landlord. TrailTree Village shall, to the full extent required under law, cooperate with all legal requests for information, including, but not limited to, disclosure of system user account information when made by any law enforcement officer or legal representatives pursuant to court order, subpoena or other legal process.

TrailTree Village can enforce the provisions of this policy and the rights reserved to TrailTree Village without prior notice to the user.

Exercise Center: Exercise Center rules and regulations exist to ensure that the Exercise Center is operated in a healthy and safe manner, and to provide an enjoyable environment for all Tenants and their guests. Tenants and their guests are responsible for knowing and obeying these rules as well as those posted in the Exercise Center.

TrailTree Village Landlord manages and monitors the Exercise Center as well as enforces the rules applied to Tenant use of the Exercise Center. Children and adults are expected to show them proper respect and cooperation at all times.

A recorded video camera system will monitor the Exercise Center 24 hours a day for proper use.

The Landlord, or office staff, may caution or, if necessary, suspend Exercise Center privileges from anyone who is violating the rules, has past due rents, or is subject to eviction proceedings. Suspensions for the duration of the day in which the violation occurs may be imposed by the Landlord at his or her discretion. Suspensions for longer periods or termination of Exercise Center access privileges may also be determined by the Landlord.

Concerns about the Exercise Center conditions must be addressed to the Landlord. Any issue not specifically addressed by these CC&R is left to the discretion of the Landlord.

No person is ever permitted to enter the Exercise Center outside of posted operating hours. The exercise equipment provided is never to be used as a "toy", hung from, walked on, or used in any way that is not in accordance with its intended purpose. To do so will result in permanent revocation of Exercise Center use privileges as well as fines for any related damages which will be considered rent and pursuant to rent collection procedures outlined elsewhere in these CC&R and in the Lease.

ALL THOSE USING THE EXERCISE ROOM DO SO AT THEIR OWN RISK. LANDLORD IS NOT RESPONSIBLE FOR INJURIES OR ACCIDENTS.

- You must sign a Waiver of Liability For Use of Premises before using the exercise room. These Waivers are available at the office.
- No guests, minor dependants, or other dependants of the Tenant are permitted to use the Exercise Room without an adult Tenant present at all times.
- Children under 12 are not permitted in the exercise room. Children under 18 must be accompanied by a parent.
- For your safety, please exercise with a partner.
- Please wipe down the equipment when you are finished exercising.
- No food or drinks are allowed, with the exception of bottled water.
- NO GLASS PERMITTED IN THIS AREA.
- Report damaged equipment to the office.
- This Fitness Center is for TrailTree Village Tenants and their accompanied guests only
- Use the exercise equipment properly. Failure to do so can result in serious injury

Exercise Center Etiquette:

- a) **Always ask:** If someone is using a machine or piece of equipment and you need something nearby, ask if you can. It can be dangerous: you might knock the person while they're under a heavy weight, which could be disastrous.
- b) **Put the equipment back:** It can be dangerous. Similarly, don't leave machines loaded up with preset weight.
- c) **Keep the equipment where it belongs:** Do not move any equipment from its designated area.
- d) **Be mindful of your surroundings:** Gyms can be dangerous places if you're not alert. Look out for your fellow gym-goers and help them out if you see them struggling; maybe offer to spot them.
- e) **Bring a towel and Use it:** Gyms can be some of the most germ-ridden places you can go. One study found that 63 percent of gym equipment showed the presence of rhino-virus (which causes the common cold). While all effort will be made to keep the Exercise Center clean and virus free, Landlord cannot guarantee equipment will be totally sanitized at all times. So, for both your own sake and the sake of other Tenants, use that towel to wipe all surfaces before, during, and after use.
- f) **Clean up after yourself (and, if you have to, other patrons):** Related to the previous point, if you still manage to sweat through your towel or for some other reason leave sweat on a piece of equipment, grab the paper towel and disinfectant spray that will be provided for this purpose.
- g) **Personal space:** This can be dangerous for both you and the other person. Keep a distance from other Tenants while they are in use of the equipment.
- h) **Don't hog the equipment:** Please be mindful to the limited space and equipment available and allow other Tenants to have a fair use of the equipment as well.
- i) **Avoid the chitchat:** The gym is a place of solace for many people and, although it can be a great social setting, try to keep the gossip to a minimum. And, of course, if someone is wearing headphones, it probably means they don't want to be disturbed.

Pool, and Hot Tub Facilities: Pool and hot tub rules and regulations exist to ensure that the pool is operated in a healthy and safe manner, and to provide an enjoyable environment for all Tenants and their guests. Tenants and their guests are responsible for knowing and obeying these rules as well as those posted in the natatorium.

TrailTree Village Landlord manages and monitors the pool conditions in accordance with the Branch County Health Department as well as enforces the rules and laws applied to public pools. Children and adults are expected to show them proper respect and cooperation at all times.

A recorded video camera system will monitor the natatorium 24 hours a day for proper pool use.

No lifeguard is provided at any time.

The Landlord, or office staff, may caution or, if necessary, suspend pool privileges from anyone who is violating the rules, has past due rents, or is subject to eviction proceedings. Suspensions for the duration of the day in which the violation occurs may be imposed by the Landlord at his or her discretion. Suspensions for longer periods or termination of pool access privileges may also be determined by the Landlord.

Concerns about pool or natatorium conditions must be addressed to the Landlord. Any issue not specifically addressed by these CC&R is left to the discretion of the Landlord.

No person is ever permitted to enter the pool or hot tub while the cover is in place. Landlord, or office staff, will assist in proper cover removal and storage. When finished using the pool we do ask that you reapply the cover to the pool and/or hot tub. The pool cover, and its storage mechanisms, are never to be used as a "toy", hung from, walked on, or used in any way that is not in accordance with its intended purpose. To do so will result in permanent revocation of pool use privileges as well as fines for any related damages which will be considered rent and pursuant to rent collection procedures outlined elsewhere in these CC&R and in the Lease.

Health:

- Taking a soap shower before entering a pool is a MANDATORY county health department requirement. Always wash feet and legs after playing on the volleyball court or in the sandbox before entering a pool.
- No Tenant or guest shall enter the natatorium with a contagious disease or with an open wound or sore. This includes athlete's foot, ringworm, colds, etc. The Landlord, or office staff, may bar questionable cases.

- **NON-TOILET TRAINED CHILDREN MUST BE CLOTHED IN SWIM DIAPERS AND TIGHT-FITTING RUBBER PANTS.** This is extremely important and a county health department regulation.
- No animals are permitted at any time in the natatorium.

Safety Regulations:

- A maximum of 72 (seventy-two) people are permitted in the natatorium at any given time.
- A maximum of 66 (sixty-six) people are permitted in the pool at any given time.
- A maximum of 6 (six) people are permitted in the hot tub at any given time.
- Running, pushing, rough play or playing of hazardous games inside the natatorium is strictly prohibited.
- Floats and beach balls are permitted only in the pool except when the pool is crowded. Soft balls are allowed in the pool only at the discretion of the Landlord.
- All squirt guns and “Super Soakers” are prohibited inside the natatorium.
- Underwater swimming for extended periods of time is strictly prohibited.
- Children wearing “water wings” must be closely supervised by an adult who should stay within an arm’s reach of the children.
- **NO DIVING ANYWHERE IN THE POOL OR HOT TUB.**
- All injuries occurring inside the natatorium must be reported to the Landlord immediately.
- The average consensus of how long one should bathe in a hot tub for is about 30 minutes to an hour. This estimate varies greatly depending on several factors. For example, weather, age, time of day, and state of health can affect how long you should stay inside the water in one sitting.

Additional Rule & Regulations:

- No more than two (2) guests per Tenant are permitted to use TrailTree Facilities.
- No pool or hot tub access is permitted outside of posted hours of operation.
- Food or drink are not allowed inside the natatorium.
- **GLASS CONTAINERS OR GLASSWARE OF ANY KIND IS STRICTLY PROHIBITED INSIDE THE NATATORIUM.**
- Do not bring alcoholic beverages to the pool. Please note that the pool may approve private events from time to time where alcohol may be present in the community center. Minors may not consume alcohol anywhere on TrailTree Village property.
- Illegal drugs are not allowed inside the natatorium.
- Subject to state and local laws, smoking is prohibit anywhere inside the Community Center/Natatorium building and within twenty (20) feet of all entry doors.
- Street shoes are not allowed on pool or hot tub.
- Cut-offs are not acceptable swim attire.
- Guests and minor residents are to be accompanied by an adult Tenant at all times inside the natatorium.
- Tenant is financially responsible for the the conduct of themselves, their minor children, other dependants, and their the guests.
- TrailTree Village is not responsible for lost or stolen valuables.

Children Under 18:

- **NON-TOILET TRAINED CHILDREN MUST BE CLOTHED IN SIWM DIAPERS AND TIGHT-FITTING RUBBER PANTS.** This is extremely important and a county health department regulation.
- For safety, all children under eighteen must be accompanied by an adult inside the natatorium.
- Children under eight who pass the beginner’s swim test may swim without an adult in the water with them, however an adult must be present inside the natatorium.
- A child who has not passed the beginner’s swim test must be under direct supervision of an adult accompanying them in the water. The adult must have ready access to the child at all times and remain alert. A pool filled with active youngsters can “hide” a young child in trouble; trouble which can occur in seconds.
- Children wearing “Water Wings” must be closely supervised by an adult who should stay within an arm’s reach of the child. “Water Wings” are NOT a life preserving safety device.
- The beginner’s swim test consists of swimming two lengths of the pool followed by one minute of treading water. See the Landlord to schedule a test appointment.

- No young child should be allowed in a hot tub until they can stand on the bottom and have their head remain completely out of the water.
- Children who are big enough to be in a hot tub should not use it for more than **five minutes at a time**, especially at the maximum temperature of 104 degrees.

29. Trespass: Landlord shall have the Right of Entry onto the home site for the purpose of inspection, repair and replacement of utility services, and protection of the mobile home community at all reasonable times but not in such a manner or at such time as to interfere unreasonable with the Tenant's quiet enjoyment of the leased premises. Landlord shall have no right to enter a privately owned manufactured home unless Tenant granted prior consent, or to prevent imminent danger to the occupant(s) of the home.

Tenant may not cross through, or play in, another Tenant's yard unless invited to do so. Trespassing onto property adjoining TrailTree Village is strongly discouraged.

Trespassing onto property adjoining TrailTree Village is a violation of law and may lead to arrest and prosecution by the adjoining landowner. Landlord will assist and participate in such prosecution to fullest extent permitted under law. In addition to being a violation of federal, state and local law, trespassing on adjoining property is a violation of these CC&R and is grounds for immediate eviction from TrailTree Village.

In certain instances (for example, testing of water and/or sewer systems) Landlord may be required to enter upon the Tenant's home site at unusual hours of the evening and to inspect underneath the home. Landlord will use reasonable efforts to notify Tenant 24 hours in advance of any such inspection which will be conducted after (10:00 PM) or before (7:00 AM) and/or which will require Landlord to have access underneath the home. Upon such notifications, Tenant must remove at least one panel of skirting of sufficient size and location as may be directed by Landlord to allow access. Upon completion of such inspection by Landlord, Tenant must replace the panel within 48 hours. If Tenant fails or refuses to remove such skirting, Landlord may do so and (provided Landlord uses reasonable care in the removal and replacement), Landlord will not be liable for any damage done to skirting.

Landlord has the right under these CC&R to enter onto the home site and remove any and all items contained on the home site which violate, in any way at Landlord's sole discretion, these CC&R including by way of example and not limitation, trash, lawn & garden equipment, building materials, and supplies, children's playthings and recreational items (including bicycles, tricycles etc.), recreational vehicles, snowplows, patio equipment and furniture, automotive tires of any kind etc. Landlord may, but is not required to give Tenant a Notice of Rule Violation requiring that any such items be removed within a specified time. Removal of any such items by Landlord will be paid for by Tenant at the labor rates specified in these CC&R under the section entitled "Home Site Maintenance" plus any and all additional direct or indirect costs including towing, dump charges, etc. These charges will be considered rent and be payable and collectible as rent. Failure to remit payment will legally be non-payment of rent and subject to proceedings for rent collection.

30. Conduct: It is expected that all Tenants respect the rights of others to enjoy the quiet and peaceful use of TrailTree Village. Excessively loud talking, abusive language, shouting, loud radio, televisions, stereos and other disturbing noises are not permitted within this community. Interference with the quiet enjoyment of other Tenants in this community is just cause for termination of tenancy under MCLA 600.5775. Landlord will have sole discretion over whether or not noise of any kind is excessive or interferes with the quiet enjoyment of other Tenants. Notwithstanding the previous sentence, the receipts by Landlord of two written complaints from one or more Tenants during a six (6) month time period will be considered proof of the excessive or interfering nature of any noise or activity.

A curfew exists within TrailTree Village of (11:00PM) every night. After that time, no one is permitted to walk around TrailTree Village including any roads, common areas or any other Tenant's home sites. The preceding sentence does not prohibit Tenants, or their guests, from travelling via car in or out of TrailTree Village or via car to-and-from other Tenant homes after the curfew time. If a stricter curfew exists within the municipality, the municipal curfew will apply. Landlord may change this curfew with 24 hour notice and waive the curfew to accommodate special community functions which extend beyond (11:00 PM).

- 31. Alcohol Consumption/Substance Abuse:** The consumption of alcoholic beverages is not permitted in any community building, recreational areas or any common area within TrailTree Village. Possession, use, and/or sale of drugs and/or any illegal substances will not be tolerated. In addition to all other methods permitted by law for termination or non-renewal, the occupancy of Tenant may be terminated by Landlord pursuant to MCL 600.5714; MSA 27A.5714 after serving a 7-day written demand for possession, should a Tenant, a member of Tenant's household, or another person under the Tenant's control be found to unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance within TrailTree Village.
- 32. Firearms, Weapons and Explosives:** Tenants may not discharge or engage in any activity involving firearms (including BB guns), slingshots, bow and arrows, or other weapons in TrailTree Village. Fireworks, firecrackers, other explosives and pyrotechnic activity is similarly prohibited. Such items may not be transported unless they are within a licensed vehicle and in a completely enclosed case specifically designed and manufactured for such use. No open display of any such items is permitted within the TrailTree Village Community.
- 33. Neighbor Relations:** Tenants should make every effort to resolve differences with their neighbors. If you disagree with the manner in which your neighbor behaves, bring it to his/her attention. After every attempt has been made to resolve a problem with a neighbor, a written complaint may be submitted to TrailTree Village office. Landlord will not intervene in any dispute without a written complaint. Tenants should understand that Landlord may determine that a complaint is beyond the scope of these CC&R or that a single complaint may be insufficient evidence of issues covered under these CC&R. In either case, Landlord may elect not to take further action of any kind.
- 34. Advertising, Soliciting, Commercial Business and Other Use of Premises:** Tenant shall use and occupy the premises in a clean and wholesome manner and in compliance with all applicable governmental requirements including all public health and police regulations and all rules promulgated by the Michigan Manufactured Home Commission relating to such occupancy to the full extent permitted by law. Tenant shall not use or operate any equipment or machinery that is harmful to the premises or which is disturbing to other Tenants of TrailTree Village. Tenant shall not employ any person or persons in or about the premises whose employment may constitute or create a liability on the part of the Landlord. Tenant is required to provide Landlord with proof of license and insurance (such licensing and insurance shall be subject to approval by Landlord in their sole and absolute discretion) for any and all contractors or individuals doing work of any kind whatsoever inside TrailTree Village.

Tenants, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, discharging, releasing, burying or disposing of on, under or about TrailTree Village and from transporting to or from the leased site or another area of TrailTree Village, an hazardous substance as defined by any law or determined in the sole discretion of Landlord.

Advertising, soliciting, or delivering handbills is not permitted though Landlord reserves the right to communicate with Tenants through the distribution of written materials. No commercial enterprise or business that violates local, county, or state zoning ordinances may be conducted in TrailTree Village. All business conducted within TrailTree Village, of any kind whatsoever, is subject to the sole approval of Landlord and written authorization of Landlord must be obtained by Tenant prior to commencement of any business related activities whatsoever. This requirement is not intended to restrict the growth or use of home based businesses and Landlord approval will generally be based upon any impact on matters related to the health, safety and welfare of the TrailTree Village Community including such factors as any increase in traffic, parking considerations, use of TrailTree Community services such as water, sewer, trash, and recreational facilities, quiet enjoyment of residency by other Tenants and other factors. If approval is given for a business and subsequently that business violates any intent of this rule, authorization by Landlord may be revoked at Landlord's sole and absolute discretion without any liability whatsoever to Landlord.

No independent yard sales are permitted. Only community-wide, Landlord sponsored, yard sales are permitted. The Annual Spring TrailTree Village Community Yard Sale will be held the Thursday, Friday, Saturday, and Sunday after Mother's Day. The Fall Sale will be held on the Thursday, Friday, Saturday, and Sunday after Labor Day. Sale Hours will be from (9:00AM) to (6:00PM).

- 35. Pets:** Tenants may have one (1) "domesticated" pet per household with Landlord's approval at a charge of twenty (\$20.00) per month per pet. A second pet may only be permitted under Landlord's written approval and may be subject to the same above stated fees. A \$200.00 non-refundable pet deposit shall be applied for each pet residing in park owned homes. Any non-approved pets will immediately be assessed the non-refundable pet deposit. **THE DECISION TO APPROVE OR REJECT ANY PET IS AT THE SOLE AND ABSOLUTE DISCRETION OF LANDLORD AND THE DECISION BY LANDLORD MAY BE FOR ANY REASON OR FOR NO REASON.** Landlord may, at the sole and absolute discretion of Landlord, approve more than one pet under circumstances which, in the sole and absolute opinion of Landlord, justify such approval.

A \$75.00 per month per pet fine will be assessed for any pets present in the home which have not been approved in writing by Landlord. This fine will be assessed each month for each non-approved pet irrespective of the number of days in the month the non-approved pet(s) is(are) present – even one day will result in the assessment of this fine. This fine will be due and payable on the first day of the month following its assessment and will be payable with rent and as rent. Failure to pay this additional sum when required is deemed to be non-payment of rent under these CC&R, any related Lease and any related Lease Option Agreement and state law and will result in proceedings to terminate tenancy via a 7-day Notice to Quit Demand for Possession Non-Payment of Rent.

- a) Domestic pets less than thirty (30) pounds are permitted. No "vicious breeds" are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Wolf, Wolf-Hybrids, etc., or any mixed breed that includes one of these breeds in its lineage, and/or dogs with a history of biting a human being. Any exceptions to this must be writing from Landlord.
- b) Tenants must register and show proof of rabies vaccinations and other shots required by law. If required, a current rabies tag must be worn by the pet.
- c) All cats are to be spayed, or neutered, and kept indoors at all times, unless leashed, and accompanied by Tenant.
- d) No outdoor cats are permitted within TrailTree Village. All cats found wandering on premises will be treated as feral and dealt with according Local, County and State laws.
- e) No feeding of outdoor cats is permitted within TrailTree Village.
- f) "Exotic" small pet eligibility will be determined on a case-by-case basis by Landlord, and may require additional species specific guidelines that will be specified in writing if permission is granted.
- g) Pets which are approved shall be considered on a probation period of ninety (90) days. Removal of the pet is imminent if the pet owner ignores his/her responsibilities.
- h) Tenants are solely and totally responsible for the behavior of their pets. Noisy, unruly or dangerous pets will not be permitted to remain in TrailTree Village.
- i) Tenant is required to clean up his/her pet's defecation from the home site daily and while walking the pet.
- j) All pets must be kept inside the home and when outside, they must be restrained by a leash which confines movement to the home site and is no more than ten (10) feet in total length, or within an approved, adequately fenced-in area. At no time are pets permitted to be left outside (unless restrained as stated above) for more than 15 minutes. Fenced-in enclosures and dog houses are only permitted when written permission has been obtained from Landlord. Tenants must walk their pets on leashes. No "Beware of Dog" signs are allowed. Under no circumstances are pets to stay outside for more than a 5 minute period between the hours of (11:00 PM) and (6:00 AM).
- k) Pets running at large may be picked up by the local animal control agency or by Landlord.
- l) Pets are permitted in any areas where people congregate. Pets are specifically prohibited from being in the playground area or any other recreational areas.

- m) Landlord reserves the right to reject exotic pets such as snakes, wild animals or other animals which, based on Landlord's sole discretion, may be dangerous to others or detract in any way from the enjoyment of TrailTree Village. These animals may not be kept within the confines of TrailTree Village.
- n) No guest or visitor pets are permitted.
- o) Landlord disclaims any responsibility for the occurrence of harm, injury, or death to or by a pet caused by employees or agents, or by Tenant's or their guests.

36. Personal and Fire Safety: Landlord cares about your well-being. Adherence to the following guidelines is very important.

- a) All Tenants are advised to exercise proper care and safety to avoid the occurrence of accidents in and around their manufactured home, the home sites, and surrounding community. Tenants are responsible for the action of their children, other dependents, and guests.
- b) Take extra care when around any body of water (pond, creek, reservoir, etc.) within TrailTree Village. If an area is posted or fenced, please keep out.
- c) All homes are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn mower, etc. beneath your home.
- d) It is the responsibility of each Tenant to monitor radio and or television for severe weather warnings. There are no government approved shelters within TrailTree Village.
- e) Adherence to "Children Playing", "Stop", "Speed Limit" and other signs of this nature is essential and required.
- f) Actions which interfere with the health, safety or welfare of the TrailTree Village Community, its employees or Tenants is just cause for termination of tenancy under MCLA 600.5775.
- g) Tenant shall furnish Landlord with the name, address and telephone number of a person to be notified in case of an emergency. At Landlord's request, Tenant shall provide updated household information at least once annually. Landlord disclaims any and all responsibility for damage or injury which may occur from Landlord's use or failure to use this information in the event of a perceived emergency.
- h) No open fires of any kind whatsoever are permitted in TrailTree Village without Landlord's written approval.

37. Keys: In the event Landlord provides mailbox or other keys to Tenants, a charge of fifty dollars (\$50.00) shall be assessed for each and every lost key.

38. Loss and Liability: It is recommended that each manufactured home owner procure a manufactured home comprehensive form insurance policy insuring the home against loss or damage. It is also recommended that Tenant include liability coverage for personal injury which may occur on the home site or within the home.

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

Landlord shall not be liable for damages to persons or property sustained by the Tenant or Tenant's employees, invitees or other persons due to the premises becoming out of repair or arising from bursting, stoppage or leakage of gas, steam, water or sewer pipes or from any matter related to the electrical supply and distribution system. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased premises. Landlord shall not be liable for any damage or injury to any person or property which occurs on the premises resulting from the use of the playground, recreational facilities or any common ground areas.

40. Buyers and Tenant Handbook: A Handbook for manufactured home buyers and Tenants is available through the Michigan Manufactured Home and Land Resources Division of the Corporation and Securities Bureaus, Michigan Department of Commerce, P.O. Box 30222, Lansing, Michigan 48909. Copies may be available at front office and available upon written notice.

41. Utility Billing and Charges:

- a) Utility Billing and Charges if Individually Metered - This paragraph 41a applies if Landlord currently bills Tenants individually for water and sewer charges. These charges are billed monthly (though Landlord reserves the right to vary the exact time period billed) based upon an actual meter reading (though readings may be estimated) with a minimum billing of 1000 gallons. These are payable by the due date which will be noted on the billing – (typically by the first of the month in order to coincide with the due date of base rent and other rent related charges and fees) and if unpaid are deemed to be additional rent, payable as rent and failure to pay when due will subject the Tenant to actions for non-payment of rent, ultimately leading to eviction. Any payments received from Tenant for base rent, other rent related charges and fees, utility costs or other similar charges due Landlord from Tenant will first be applied to any and all charges, fees or costs related in any way to utility usage with the remainder (if any) being applied to any base rent or other rent related charges and fees due.

Landlord reserves the right to require a deposit for utility service. Landlord may immediately terminate utility service if Tenant fails to post such deposit or provide such guarantee as Landlord may require.

If any amounts due are unpaid, Landlord reserves the right to immediately terminate utility service by shut-off of water to the Tenant's home after 5-day notice delivered either by first class mail or personal delivery to the Tenants home (including posting of notice on the home after 5-day notice delivered either by first class mail or personal delivery to the Tenants home (including posting of notice on the Tenant home if Tenant is not available)). If a shut-off is made, a re-connection fee of \$25.00 will be charged.

Landlord will furnish new Tenants with a meter and the Tenant must make arrangements with a licensed plumber or other person approved by and authorized by Landlord to perform the installation of the meter to have the meter properly installed. Tenant is responsible for any damage to or loss of the meter, including damage from freezing. A minimum of \$100.00 fine for each and any connection, meter bypass or tampering with a meter, bypassing the meter or restoring service after it has been terminated.

Landlord shall have the right to temporarily cease providing utility service where necessary to effect repairs or maintenance, eliminate an imminent threat to life, health or property damage or address a Local, State or National emergency. Where Landlord knows in advance that circumstances requiring service be interrupted temporarily will occur, Landlord will use reasonable efforts to post notice of the expected interruption to those Tenants who may be affected including the anticipated length of time service will be interrupted.

Landlord may immediately terminate utility service if Tenant unreasonably refuses to permit Landlord access to service meters, connections or other property for the purposes of maintenance, repair meter reading or inspection.

Landlord may immediately terminate utility service if Tenant fraudulently or materially misrepresents the identity of the person providing utility service.

Any charges and fines will also be deemed to be additional rent, payable as rent and will subject the Tenant to non-payment eviction proceedings (in addition to utility shutoff) if unpaid.

- b) Utility Billing and Charges if Included in Base Rent – This paragraph 43b applies if Landlord currently does not bill Tenants individually for water and sewer charges. Landlord may charge a base fee and extra charge based on occupants in lieu of metering.
- c) Landlord reserves the right to individually meter each Tenant at some future date for water and/or sewer. Tenant will be advised in writing should Landlord decide to individually meter these utilities. Landlord specifically retains the right to enter onto Tenant premises during any daylight hours for the purpose of

installing any necessary equipment (by way of example and not limitation – meters, remote reads, heat tape, insulating jackets or other forms of insulation, plumbing fitting and fixtures or other similar devices) for purposes of individually metering Tenant.

Landlord specifically retains the right to affix any of the aforementioned improvements to the Tenants home either on the interior, exterior or underneath the home in order to facilitate the installation of such equipment for purposes of individually metering Tenant for water and/or sewer consumption.

42. Ownership and Responsibility for Gas Lines, Electric Lines and Other Community and Site Improvements.

There are a number of improvements within TrailTree Village and/or individual Tenant lots which DO NOT belong to TrailTree Village or Landlord and Landlord IS NOT responsible for them or any damage or losses resulting from them in any way whatsoever. The ownership and responsibility for these items as discussed in this section apply whether a home was placed on a home site by the current Tenant or whether the Tenant purchased an existing home with home site improvements already in place. These items include by way of example and not limitation:

- a) Gas lines – Landlord is not responsible for any portion of any gas delivery system. In general, Michigan Gas Utility is responsible for gas mains throughout TrailTree Village up to and including the gas meter. Tenants are responsible for gas lines from the meters to their homes EVEN IF THOSE LINES ARE ON THE SITE WHEN THE Tenant MOVES IN. Lines from the meters to the homes belong to and are the responsibility of the Tenant – NOT to TrailTree Village or Michigan Gas Utility.
- b) Electric Lines – Landlord is not responsible for any portion of any electrical delivery system except for the breaker box which is mounted on the electric pedestal. In general, Coldwater Bureau of Public Utilities (CBPU) is responsible for electric mains throughout TrailTree Village up to and including the electric meter. TrailTree Village is responsible for regular maintenance of the breaker box mounted on the meter pedestal and nothing else. Tenants are responsible for electric lines from the breaker box (including the wiring into the breaker box) on the outside meter pedestal to their homes EVEN IF THOSE LINES ARE ON THE SITE WHEN THE Tenant MOVES IN. Lines from the breaker box to the homes belong to and are the responsibility of the Tenant – NOT to TrailTree Village or CBPU.
- c) Landlord neither owns nor has any responsibility whatsoever for any portion of the phone lines or the cable television lines within TrailTree Village. If Tenant has any question regarding the operation, installation or maintenance of phone or cable lines, they should contact the local phone or cable company.
- d) Sewer mains are owned by and are the responsibility of Landlord UNLESS damage is caused by an action or a contributory inaction of Tenant or any representative, guest etc. of Tenant. Should Tenant, or any representative, guest, etc., of Tenant cause through their action, or contributory inaction, damage to sewer main, Tenant will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Tenant immediately upon presentation of the bill by Landlord. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceedings or actions available to Landlord at law or in equity.
- e) Sewer service leads (service leads are those lines running underground from the sewer main up to the approximate surface of the ground at a point where the Tenants primary sewer collection line is connected) are owned by and are the responsibility of Landlord UNLESS damage is caused by an action or a contributory inaction of Tenant or any representative, guest etc. Tenant. Should Tenant, or any representative, guest, etc., of Tenant cause, through either action, or contributory inaction, damage to sewer service leads, Tenant will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Tenant immediately upon presentation of the bill by Landlord. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceeding or actions available to Landlord at law or in equity.
- f) Tenants primary sewer collection line(s) is that line(s) running underneath the Tenants home and connecting all points of sewage discharge from the home to the sewer service lead. This primary sewer

- collection line(s) is owned by the Tenant and is the responsibility of the Tenant. Landlord neither owns nor has any responsibility whatsoever for any portion of the primary sewer collection line(s).
- g) Water mains are owned by and are the responsibility of Landlord UNLESS damage is caused by an action or a contributory inaction of Tenant, or any representative, guest, etc., of Tenant. Should Tenant, or any representative, guest, etc., of Tenant cause through their action, or contributory inaction, damage to water mains, Tenant will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Tenant immediately upon presentation of the bill by Landlord. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceedings or actions available to Landlord at law or in equity.
 - h) Water service lines, riser and meter (water service line and riser are those lines running underground from the water main up to the approximate surface of the ground to the point where the Tenant primary home water supply line is connected. If TrailTree Village has individual water meters installed, then the water meter is owned by TrailTree Village) are owned by and are the responsibility of Landlord UNLESS damage is caused by an action or a contributory inaction of Tenant, or any representative, guest, etc., of Tenant. Should Tenant, or any representative, guest, etc., of Tenant cause through their action, or contributory inaction, damage to the water service lines and risers, Tenant will be responsible for all direct and indirect costs to repair or replace. These costs must be paid by Tenant immediately upon presentation of the bill by the Landlord. If unpaid, these items may be added to rent due and considered additional rent, subject to collection and eviction proceedings as rent in addition to any and all other proceedings or actions available to Landlord at law or in equity. Tenant IS RESPONSIBLE FOR DAMAGE DUE TO FREEZE-UP OF WATER SERVICE LINES AND RISERS (INCLUDING WATER METERS IF PRESENT). Tenant should read other sections of these CC&R which apply to home set-up, installation, utility connections, etc. and is advised to make sure that heat tape is properly installed and functional. Heat tape MUST protect the water service lines, riser and meter from freezing by extending a sufficient distance into the riser and the water meter by being properly wrapped and insulated.
 - i) Tenants primary home water supply line is that line(s) running underneath the Tenants home and connecting all points of water supply from the home to the water service line and riser. This primary home water supply line is owned by the Tenant and is the responsibility of the Tenant. Landlord neither owns nor has any responsibility whatsoever for any portion of the primary home water supply line.
 - j) Individual Tenant home sites may contain a number of other improvements including, by way of example and not limitation, sheds, steps, decks, landscaping, trees, shrubs, etc. Landlord neither owns nor has any responsibility whatsoever for any portion of these items EXCEPT that no tree or shrub may be removed, pruned, or altered in any way by Tenant without first obtaining the written approval of Landlord and certain other improvements may require written approval of Landlord for construction, modification or removal (by way of example and not limitation deck, stairs, etc.) as required elsewhere in these CC&R.

THE OBLIGATION OF GOOD FAITH IS IMPOSED ON BOTH PARTIES to these Covenants, Conditions & Restrictions in both the performance and enforcement of the conditions contained herein. These rules will be enforced by Landlord to insure the health, safety, welfare, comfort, peace, and quiet convenience of each Tenant in the park. Any Tenant who violates these Covenants, Conditions & Restrictions will have their lease canceled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement and Lease between the Tenant and Landlord. Tenant acknowledges receipt of a copy of these Covenants, Conditions & Restrictions for Tenant’s personal records. Tenant acknowledges that violations, breach or default of these Covenants, Conditions & Restrictions, whether singular or several, will be grounds for termination of the Tenant’s Lease and will result in eviction from the park upon three days notice of such violation, breach, or default given by Landlord

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this _____ day of _____

Tenant (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

Tenant Signature

Tenant Signature

Printed Name

Printed Name

Landlord

Print Name

Lot Number

THE OBLIGATION OF GOOD FAITH IS IMPOSED ON BOTH PARTIES to these Covenants, Conditions & Restrictions in both the performance and enforcement of the conditions contained herein. These rules will be enforced by Landlord to insure the health, safety, welfare, comfort, peace, and quiet convenience of each Tenant in the park. Any Tenant who violates these Covenants, Conditions & Restrictions will have their lease canceled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement and Lease between the Tenant and Landlord. Tenant acknowledges receipt of a copy of these Covenants, Conditions & Restrictions for Tenant’s personal records. Tenant acknowledges that violations, breach or default of these Covenants, Conditions & Restrictions, whether singular or several, will be grounds for termination of the Tenant’s Lease and will result in eviction from the park upon three days notice of such violation, breach, or default given by Landlord

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING
Executed by all concerned parties this _____ day of _____

Tenant (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

Signature

Printed Name

Signature

Printed Name

Landlord

Print Name

Lot Number