

ISABELLA VILLAGE

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COMMUNITY GUIDELINES FOR LIVING

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INTRODUCTION

We would like to take this opportunity to welcome you and thank you for considering Isabella Village for your residency. To achieve a basic understanding between resident and Community Management, the responsibilities of each are clearly outlined in the following guidelines, most of which are based on state, county or local laws or ordinances and enforced by them accordingly. Upon reading these guidelines and mutually agreeing to abide by them, both Community Management and resident must sign the accompanying agreement form prior to admission. A signed copy will be retained in the applicant's file.

APPLICATION

All prospective residents must complete a RENTAL APPLICATION before residency is granted. Community Management has the right to reject tenancy due to false or misleading statements on the RENTAL APPLICATION. Qualification for acceptance into the community for site rental will be based upon acceptance of Community Guidelines For Living, applicant's credit history, debt to income ratio, prior rental references, length of employment, and personal attitude and character of APPLICANT(S) and others who will reside in the home. Community Management must approve ALL homes and residents moving into this community.

TO INSURE PLEASANT AND ENJOYABLE SURROUNDINGS

Home, yard, shed and landscaping shall be maintained in a clean and attractive condition by the resident and shall comply with all applicable laws, ordinances and regulations of the state, county or township and community. All homes moving into the community must be approved in writing by Community Management. Homes must have vinyl siding, peaked shingled roofs and have at least eight hundred forty (840) square feet of living space, excluding all enclosed porches, for a single wide home. (A copy of written approval will be kept in homeowners file).

REGISTRATION

Resident homeowners are responsible for registering in writing with the Community Office all resident vehicles including the make, model and vehicle license number. Resident homeowners must register in writing permanent residents with the Community Office. Any person permanently residing within a home for more than five (5) days will be considered a permanent resident and shall be registered with Community Management. **THESE REGISTRATION REQUIREMENTS MUST BE KEPT CURRENT.** Resident Homeowner shall furnish Community Management with a photo copy of a validated signed application for certificate of manufactured home ownership. Resident Homeowner shall also furnish Community Management with the name, address and telephone number of a person to be notified in case of emergency.

MAXIMUM OCCUPANCY

Maximum occupancy within a home in the community shall be as follows: Two (2) persons per one (1) bedroom home, three (3) persons per two (2) bedroom home, four (4) persons per three (3) bedroom home.

SECURITY DEPOSIT AND RETURN

A Security Deposit is required of residents prior to their home being placed on site or taking possession of the home. The Security Deposit will be returned when resident homeowner, gives proper notification, all rents are paid current and the homesite is vacated in good and undamaged condition in accordance with any existing state or local public acts, laws or ordinances and Community Management requirements. You must notify the Community Office of a forwarding address within four (4) days of terminating your tenancy. Security Deposits are not transferable.

LEASE

It is required by Michigan State Law that each resident homeowner be offered a yearly lease. If resident homeowner chooses to decline the lease, you must sign on the space provided and are considered a tenant on a month to month basis. If the resident homeowner would like to renew the twelve- (12) month lease, they must give written notice to the landlord thirty (30) days prior to the expiration date to renew the lease. If the thirty (30) day notice is not given, the lease will not be offered.

RENTS

Rents are to be paid monthly by personal check, money order, certified check, or cash. Rent is due on the first day of the month and must be paid on or before the fifth day of the month. A late charge of \$15.00 will be charged to all residents whose rent is not received by Community Management on or before the fifth of the month. If resident chooses to pay their rent with a personal check and that check is not honored for any reason, a \$30.00 charge will be assessed. However, in the event a check is returned not paid, for any reason, or proceedings are instituted to enforce Community Management's rights, Community Management reserves the right to require payments of money orders or certified checks only for rent.

DELINQUENT RENT

Rent paid after the five (5) day grace period can only be paid at the Community Office. Residents' not paying their delinquent rents TEN (10) days after the due date will be given a legal notice for non-payment of rent. A **Demand For Possession Non-Payment of Rent** will be delivered to the homeowners' residence. This notice specifically instructs you on what procedure you must follow. Delinquent rent not paid in full at the Community Office by the last day indicated on the **Demand For Possession Non-Payment of Rent** shall cause legal action to be instituted by the Community Management. In the event Isabella Village Community Management determines any resident homeowner to be delinquent or in default of the rental agreement and/or in violation of the rules and regulations and deems it advisable to commence tenancy proceeding against such resident in the Court of proper jurisdiction, then any such resident may be subject to pay as non-refundable fees and/or charges, all expenses and costs reasonably related to these proceedings including, but not limited to the following:

Preparation and filing of Summons and Complaint.

Any court appearance by Management or its attorney.

Drafting and filing Discontinuance.

Drafting and filing Writ of Restitution and any fee or charge required by the constable or like officer for causing the service and enforcement of a Writ to recover possession of the premises.

In every action to terminate a tenancy in a mobile home park for just cause, the tenant shall continue to pay all rent and other charges to the owner or operator when due following the

demand for possession of the premises and during the pendency of the action, and the owner or operator may accept all such payments of rent and other charges without prejudice to the action to evict the tenant for just cause. If such a payment is not timely paid, the owner or operator may proceed under section 5741(1) (a) without prejudice to the maintenance of the just cause termination action. Three (3) or more late payments of rent during a twelve (12) month period are just cause for eviction.

ADDITIONAL FEES - (OCCUPANCY)

Additional fees are charged, for any permanent occupants of the home in excess of two (2). All additional occupants of the home must be registered in writing at the Community Office and be accepted by Management. This document will be placed in the resident homeowners' file.

FIRE EXTINGUISHER AND SMOKE DETECTORS

Act No. 133 of the Public Acts of 1974, being 125.771 et. seq of the Michigan compiled Laws, requires that all mobile homes manufactured, sold, or brought into the State of Michigan be equipped with at least one (1) fire extinguisher and one (1) smoke detector. The fire extinguisher must have a minimum 2A-1 0-B-C rating. The fire extinguisher and smoke detector must both be approved by the State Construction Code Commission.

FIRE LOSS AND LIABILITY

It is recommended that each homeowner procure a mobile home comprehensive form insurance policy insuring their home against loss and damage. It is also recommended that Resident include liability coverage for personal injuries occurring on your homesite or within your home. Debris removal should be included in your insurance policy. Resident homeowner is responsible for rent in the event of fire.

PERSONAL AND FIRE SAFETY

Management is concerned with you and your family's well being. Our **Community Guidelines for Living** are the means of providing a happy and safe living environment.

- A. All Residents are advised to exercise proper care and safety to insure against accidents occurring in and around the mobile home, the home site and surrounding community. Please note that **you are responsible for the actions of your permanent residents and guests, as provided by law.**
- B. Please take extra care when around any body of water within the community.
- C. All homes are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas powered law mowers, etc. under your home.
- D. **Shelter facilities for severe weather conditions (tornadoes, hurricanes, etc.) ARE NOT AVAILABLE IN THIS COMMUNITY. During severe weather, resident and other non-residents in the community are responsible for taking their own safety precautions.**
- E. Adherence to "Children Playing", "Speed Limit," and other signs of this nature are a must.

ELECTRIC GAS AND TELEPHONE

These utilities are provided to each homesite. The responsibility for providing service to each homeowner is the sole responsibility of each utility company. The resident will pay all deposits and bills rendered by the utility company. Residents will not tamper with meters or equipment.

UTILITIES WATER AND SEWER

Metered water and sewer are provided to each homesite at approximately \$23.00 per month, \$12.50 of which is sewer and \$10.50 per month for water depending on usage. The Community Management will read the meter and do the billing. There will be no profit to the Park. Community Management will repair malfunctioning water meter due to mechanical failure, but will not repair or service meter if frozen due to heat tape failure, skirting blowing off and not replaced promptly causing additional wind chill or improper insulation. **UNDER NO CIRCUMSTANCES are coffee grounds, disposable diapers, sanitary napkins, plastic items, or any such similar materials to be run through the sewage system.** If sewers are blocked due to objects or materials that normally are not flushed down the sewer, the resident will be charged for plumbing services.

CHILDREN

Children less than eighteen (18) years of age are not allowed to loiter around the community facilities or roam the streets after 10:00 p.m. Parents will be held accountable for their children's actions and any damage caused by them. Children defacing and/or destroying community property shall be restricted from community facilities. Children are not to play in the streets or on clubhouse lawns. Children shall not play on other resident's homesite without permission from the homeowner.

PETS

No pets are allowed without written approval of Management. Only dogs OR cats may be allowed by Management and pets are limited to two (2) per homesite. Rottweilers, German Shepherds, Pitt Bulls, Chows and Standard Size Doberman Pinschers, or any part mix of these breeds and any animal regardless of breed that is maliciously aggressively will not be permitted in the community. An additional fee will be charged monthly for your FIRST pet. The additional fee for the SECOND pet will be TWICE THE FEE charged for the first pet. The pet must be licensed and inoculated in accordance with state and local laws. Pets are not allowed to run loose throughout the community and must be kept on a leash when outside the home. Pets must not be left outside for extended periods of time. **PETS MAY NOT BE OUTSIDE UNLESS RESIDENT IS HOME.** Pets found running loose will be caught and turned over to the local animal shelter. The resident owner is responsible to deter barking which creates a nuisance for other residents. The commons or boulevard lawns are not to be used for walking pets. **Pet litter MUST be removed from homesite daily.** Any type of shelter or doghouse WILL NOT be erected or placed on homesite. Resident homeowner shall immediately repair damage to yards caused by pet.

MOBILE HOME SET UP

The set-up of mobile homes must conform to Isabella Village set-up regulation procedure. (Exhibit A) Set-up must be done by a reputable dealer or service company who must be licensed and insured. Set-up will be inspected by Community Management. Wheels and tires must be removed; however, axles, hubs, and springs must be left on the mobile home at all times unless written variance is granted by Community Management (a copy of variance shall be kept in resident homeowners file). The home shall be lowered to a suitable level prescribed by Community Management, local or state codes and tied down with a device that meets local and state and Community Management requirements. Hitches and tongues must be removed prior to occupancy and stored under the home. Clothes dryers must be vented out through the outside of the home or skirting.

SKIRTING AND TIE DOWNS

Mobile homes must be skirted before occupancy and no later than thirty (30) days after set up unless written variance is given by Community Management (copy of variance to be kept in homeowners' file). Skirting material must be vertically ribbed, made of aluminum or vinyl, and must be specifically designed for skirting application. Skirting shall be installed by a reputable licensed company in accordance with the following requirements: top expansion caps must be six (6) inches in height and made of aluminum or vinyl; bottom channels must be made of aluminum or vinyl, and be a minimum of 1 1/4" in height; all bracing must be made of aluminum; preferred installation of bottom channel shall be to 2" x 4" treated material secured to ground to accommodate bottom channel; staking of bottom channel to the ground is acceptable provided ground is properly leveled, compacted and written approval is obtained from Community Management prior to the installation of the skirting. Flammable materials shall not be used for skirting or bracing. Skirting must be kept clean and in good repair at all times. All homes must be tied down as recommended by the mobile home industry or as required by local and state regulations and/or your insurance company.

WINTERIZING

Any winterizing of homes (such as plastic being used for storm windows, insulating the skirting, etc.) must be on the interior of the home. There will be no temporary exterior attachments of any nature. 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.

AIR CONDITIONERS

The installation and operations of central air conditioning units must be approved in writing by Community Management prior to installation (a copy of the signed approval will be kept in the homeowners' file). Central air conditioners must be set up on a solid cement slab or fiberglass foundation platform designed specifically for this type of installation. Central air-conditioning units must be installed according to the City or Township building requirements. Window air conditioners must be braced to the home with metal angle braces or chain braces. Wooden bracing or bracing to the ground or cement work **will NOT be allowed**. Central air conditioners may require local permits. (CAUTION: All central air conditioners and many types of window air conditioners will require additional electrical service (amperage to your home. Do not overload your electric circuits). All electrical work must be performed by a licensed electrician. Winter air conditioner covers must be neat in appearance.

TELEVISION

Underground television cables are provided to each homesite.

ANTENNAS

No television, CB, FM or ham radio antennas are permitted to be installed outside of the home without the specific written authorization of Community Management (a signed copy of authorization will be kept in homeowners file).

HOME ADDRESS

Homeowners are required to display block-type address numbers (minimum of three (3) inches high) on the front of their home. House numbers must be visible and legible at all times. Homeowners who have a homesite light pole in the yard may also display smaller address numbers on the pole for aesthetic purposes.

STORAGE SHEDS

A storage shed must be installed within thirty (30) days of occupancy unless written variance is granted by Community Management. Only one shed is allowed on each homesite. Type of shed, type of construction and shed location must be approved in writing by Community Management prior to building or installation on homesite. The minimum size shed shall be 8' x 8' and the maximum permitted shed size is 12' x 12' with a height of nine feet (9') or the size as set forth in local ordinances if less. All sheds must have a barn type roof or mansard type roof with asphalt type roofing shingles. Sheds must be kept in good repair and in a neat and orderly condition at all times. Sheds must be painted a complimentary color to the home. All sheds must be constructed with treated floor framing and may be set on the ground. (A copy of written approval will be kept in homeowner's file)

PORCHES, DECKS & ENCLOSED PORCHES

Homeowner or licensed contractor must submit a complete set of plans and specifications and obtain written approval by Community Management prior to materials delivery to residence. No porches or decks shall be erected on the non-entry side of the home (off-side) unless written approval is granted by Community Management (A copy of written approval will be kept in homeowners' file). Homeowner or licensed contractor must obtain written approval by Community Management prior to construction or fabrication of any type of exterior changes or additions on the homesite (A copy of written approval will be kept in homeowners' file). All enclosed porches must be carpeted with appropriate indoor/outdoor type carpeting and shall be skirted and conform to skirting requirements on home. Wood skirting is not allowed. All porches and decks must have handrails that conform to local building codes on all exposed sides if not enclosed. Any deviation from the approved plans and specifications will cause an order for removal by Community Management. Minimum porch size is four (4) feet by five (5) feet. Homeowners may be required to apply for a permit from the local municipality building department.

STEPS

Standard entry steps must be either concrete, vented fiberglass or wolmanized wood with local building code approved handrails on all exposed sides. The hollow opening on backside of cement, fiberglass or wolmanized wood steps cannot be used for storage. The opening of the "off-side" step must be parallel to the side of the home. The hollow opening must be closed off with material consistent to the decor of the steps or home. Handicap ramps added on the homesite will be permitted for physically impaired residents. Should the handicapped person move out of the home, the handicap ramps must be removed.

SIDEWALKS, PATIOS, PARKING SPACES

Sidewalks, patios and parking spaces which are allocated for the homesite shall be swept and kept clean of oil, dirt, debris, grass clippings, snow and ice by the resident homeowner. All shoveled snow must be thrown onto resident homeowner's lot and not in the street.

TRASH REMOVAL

Trash is removed from the community on designated days. Residents are responsible for putting the trash at the proper pick-up location. Residents are also responsible for arranging the removal of large, bulky items at their own expense. Resident should call Community Management for details. Trash or trash containers of any type are not to be left outside the home. In the event Community Management must remove Resident's trash of any kind, Community Management reserves the right to charge the Resident additional fees for such removal. Trash bags must be securely tied before placing them in the dumpster. All cardboard boxes must be broken down before being placed in the dumpster.

SNOW REMOVAL

Snow removal on the Resident's rented property is the Resident's responsibility. Snow and ice are to be removed from all sidewalks, steps and patios on the homesite. If this responsibility is neglected, Community Management may remove the snow at the owner's expense. Snow is not to be shoveled or blown into the street.

HOMESITE

There will be absolutely no outside storage of any kind permitted on the homesite. All tools, lawn mowers, toys and miscellaneous items must be kept in the utility shed. Residents shall keep their homesite neat and free of litter. Winter protective devices used to prevent heat loss (such as plastic over the windows and doors) cannot be installed on the exterior of the home. Each resident homeowner shall be responsible for mowing, trimming, fertilizing, weed control and general maintenance of their homesite. Grass clippings shall not be left on the sidewalks or washed or blown into the streets. Neglected homesites, which include cutting of grass, collection of litter, removal of dead trees or shrubs or weed control, will be maintained by Community Management at a minimum charge of Twenty five (\$25.00) Dollars for each time. Up to two political signs, when they are in compliance with the local government ordinance, may be posted for a period beginning four weeks before and, one week after a governmental election. Any sign not in conformance with the Manufactured Housing General Rules effective August 1, 2003 will be removed by Community Management without notice.

SITE INSPECTIONS

Community Management will make written random site inspections during the year. If a resident homeowner receives a site inspection report that requires action to be taken you must comply with all the written complaints within the time allotted on the Site Inspection Report.

IMPROVEMENTS AND ALTERATIONS

Residents shall make no alterations to the subject site without Community Management's written consent. Community Management shall be provided with a sketch of any proposed improvement, i.e., porch, deck, carport, awning, shed and/or pad, or other home additions, and resident shall be responsible for obtaining any **building permits**. A sketch of any proposed excavation and its location is to be provided to Community Management, but only after the utility companies have been called regarding buried cables. If the resident should opt to remove any of the above described structures, the site shall be restored to its original condition. Any improvements made by Resident such as concrete pads, trees and bushes shall become community property. Unless performed by the resident, all work on homes **must be performed by licensed insured contractors**. If any structure is deemed to be taxable by the municipality and is taxed as such, such taxes are the responsibility of the homeowner. No temporary structures or materials, i.e., plastic over windows or as windbreaks shall be erected or used.

AWNINGS, CARPORTS

Prior to purchase and/or installation of awnings and carports, written approval must be obtained from Community Management (A signed copy of approval will be kept in resident homeowners' file). Awnings and carports must be fabricated of aluminum, designed for awning or carport application, installed in a safe manner and match the decor of the mobile home. Carports shall not be enclosed.

FENCES

Fencing of any kind is not allowed. Landscape dividers, railroad ties and landscape timbers may only be used upon written approval by Community Management (A signed copy of approval will be kept in resident homeowners' file).

CLOTHESLINES & WADING POOLS

Small pools are permitted with the written permission of community management. All pools must meet the requirements of local building and safety officials. Any damage caused by pool to the resident's lawn must be repaired. **Laundry may not be hung outside of a home and the installation of clotheslines is prohibited.**

GARAGE SALES

No individual garage, porch, lawn or similar sales shall be conducted in the community. A community sale may be considered once a year.

FIREPLACES

Fireplaces must be installed in compliance with all state and local building codes, as well as Community regulations. Chimneystacks must be installed through the roof of the home and must comply with all building code requirements as to insulation and clearance from combustible materials, as well as proper screening to prevent any fire hazard in the community.

Firewood must be stored in a storage shed to deter rodents, and to prevent fire hazards or an unsightly appearance. The Community Management will periodically inspect firewood storage and advise the resident if a problem exists. A resident who does not comply with Community Management's recommendations regarding firewood must remove all firewood from the homesite.

AUTOMOBILES

Vehicles kept on homesite or in community parking areas must have current license plates or tags and be self-operable or be removed from the community. The exterior condition or appearance of all resident vehicles must look presentable, minor rust and or body blemishes will be accepted. Large rust areas and or body damage is not acceptable and must be repaired or vehicle removed within 30 days of written notice from Community Management (A signed copy will be kept in resident homeowners' file). Residents with vehicles that leak oil or gas on the drive or the street shall have the vehicle repaired. The homeowner will be held responsible for clean-up and/or replacement of damaged asphalt. Trucks over one-ton, dual wheel, stake or tow; service vans or pickups and standard vans with unsightly service equipment are not permitted to be parked on site or in community parking areas. Trucks of this description are only allowed in the community for servicing the community or residents.

VEHICLE WASHING

Resident-owned vehicle washing will be allowed if minimal, biodegradable soap and water is used. Strictly no vehicle washing will be allowed if water bans are in effect. Water is a significant expense item. Exercise caution to prevent water waste.

VEHICLE REPAIRING

The only repairs that can be made within the community are to jump-start a dead battery, or change a flat tire. Repairs such as changing spark plugs, points, fan belts, tires or batteries, oil changes, replacing mufflers, brakes, transmissions, engines and body refinishing are not permitted. Vehicles cannot be put up on ramps or blocks for repairing. Residents are required to **clean up unsightly oil deposits** caused by their vehicles or their guest's vehicles

TRAFFIC AND VEHICLE REGULATIONS

All traffic and vehicle regulations will be observed and obeyed throughout the community. **A 15 miles per hour speed limit is enforced.** Violators will be issued violations and three (3) traffic violations shall be considered just cause for Community Management to initiate legal proceedings for eviction. Visitors' cars shall be parked where visitor parking is provided. **NO ILLEGAL, ON STREET PARKING IS PERMITTED.** Residents are responsible for their guest's actions.

MOTORCYCLES

Licensed motorcycles may only be ridden to and from the resident's home. Motorcycles must have quiet mufflers. Motorcycles cannot be parked or stored on landscaping. As a common courtesy to your neighbors do not start your motorcycle between homes. Operation of mini-bikes, mopeds, go-carts, snowmobiles, dirt bikes or three or four wheel all terrain vehicles is prohibited in the community.

RECREATIONAL EQUIPMENT

Boats, trailers, motor homes, unmounted truck campers and snowmobiles may not be kept on site or in community parking areas. These items are permitted within the community only for loading and unloading purposes. At no time may they be parked on the homeowner's lawn. These items must be kept outside the community. Van-sized mini-motor homes may be allowed when used as a second vehicle upon written approval by Community Management (A signed copy of approval will be kept in resident homeowners' file).

PARKING

Parking is provided for two (2) cars on each homesite. **NO PARKING IS PERMITTED ON SIDEWALKS, STREETS OR LAWNS.** Fire, ambulance, or other emergency vehicles cannot serve your needs when parked vehicles restrict the right-of-way. Vehicles parked in community parking areas and left unattended for an extended period of time (seventy-two - 72 hours) will be towed out of the community at owner's expense. **INDIVIDUAL GUEST PARKING AREAS LOCATED WITHIN THE COMMUNITY CANNOT BE USED FOR A RESIDENT'S VEHICLES.**

TRESPASSING

Community Management shall have the right of entry onto the homesite for the purposes of repair and replacement of utility and protection of the Community at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the Resident's quiet enjoyment of said leased premises. Community Management shall have no right to access a home, unless the Resident's prior written consent has been obtained or, to prevent imminent danger to the occupant(s) of the home.

NOISE CONTROL

It is the purpose and intent of your community to guarantee freedom from disturbing noises of any kind **AT ALL TIMES.** Loud talking and the excessive and abnormal use of television, radio and particularly stereos, will cease between the hours of 10:00 p.m. and 8:00 a.m. The use of any type or class of fireworks is prohibited in the community and the immediate perimeter of the community.

RESALE OF MOBILE HOME

Homesite is nontransferable. Homes may not be rented or sublet. Residents may resell their home on its site within the community so long as the home meets community specifications. If the home does not meet these specifications, it must be brought in conformance or be removed from the community. Residents selling their home on site must obtain a written inspection of their home by Community Management prior to selling (A signed copy of inspection will be kept in resident homeowners' file). A minimal fee of thirty (\$30.00) Dollars is charged for this inspection and is valid for up to one year from the date on the inspection form. No home will be allowed to remain on site and homesite will not be transferred to your buyer without a Resale Authorization approval from Community Management. Upon resale of the Resident's manufactured home, resident may not lead any potential buyer to believe that the park has any sections such as senior, adult, or family, in accordance with Federal Housing Act No.42 U.S.C. 3601-3619. Prior to finalizing the sale of your home, after receiving a Resale Authorization approval, your **purchaser must apply for the homesite and be accepted by Community Management, pay all applicable fees, deposits and provide proof of ownership.** Qualification for acceptance into the community for site rental will be based upon acceptance of Community Guidelines For Living, applicant's credit history, debt to income ratio, prior rental references, length of employment, and personal attitude and character of purchaser and others who will reside in the home. Resale inspection requirements are called out in Exhibit B that is attached to and becomes part of this book. Resident homeowner or person selling the home is responsible to conform to all resale inspection requirements. Only two "For Sale" signs will be permitted in the window or attached on the home. Any sign not in conformance with this section will be removed by Community Management without notice.

REMOVAL OF HOME

All rents and other applicable charges to Community Management must be paid in full prior to moving the home from the community. Residents must also provide Community Management with at least **thirty-(30) days written notice** of their intent to remove the home. Any resident who should remove their home is responsible for removal of all trash, steps, and other discarded materials. The homesite must be left in a clean and neat fashion. Any expenses incurred by Management in restoring the site to its original condition will be charged to the Resident. Should the tenant's residency in the park be terminated in a court proceeding, and the tenant does not voluntarily remove his/her home within the time provided in the court's judgment, Community Management shall move the home outside of the park limits at the tenant's expense. Tenant shall be responsible for removing the home from its new location, at tenant's own expense. Tenant shall reimburse the park for any and all costs paid by the park on behalf of the tenant in the removal of the tenant's home. Community Management and the owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the home of a Resident from the community. All homes must be owner occupied with accepted and approved residents. In case of a death, vacation, or a For Sale obligation a home that is unoccupied for a period of six (6) months will be considered abandoned and shall be removed from the park. Under certain circumstances, Community Management has the right to rescind, alter or waive this removal.

RULE ENFORCEMENT

Community Management will contact Residents who violate a regulation by means of a personal visit, a telephone call, and/or a NOTICE OF RULE VIOLATION will be forwarded (A signed copy will be kept in resident homeowners' file). It is expected that all Residents will correct the violation within the amount of time noted on the violation. Please note that your total adherence is absolutely essential to provide you and your neighbors a peaceful surrounding.

TERMINATION OF TENANCY

A resident's tenancy or lease will be terminated for "just cause" as that term is defined in 600.5775 of the Michigan Compiled Laws including, but not limited to, the following circumstances:

- (a) Use of a mobile homesite by the resident for unlawful purpose.
- (b) Failure by the resident to comply with a lease or agreement through which the resident resides in the mobile homes park or failure by the resident to comply with a rule or regulation of the mobile home park, adopted pursuant to the lease or agreement, which rule or regulation is reasonably related to (1) the health, safety or welfare of the mobile home park, its employees or residents (2) the quiet enjoyment of the other residents of the mobile home park, or (3) the maintenance of the physical condition or appearance of the mobile home park or the mobile homes located in the mobile home park to protect the value of the mobile home park or to maintain its aesthetic quality or appearance.
- (c) A violation by the resident of rules promulgated by the Michigan Department of Health under 125.2306 of the Michigan Compiled Laws.
- (d) Intentional physical injury by the resident to the personnel or other residents of the mobile home park or intentional physical damage by the resident to the property of the mobile home park or of its residents.
- (e) Failure of the resident to comply with a local ordinance, state law, or governmental rule or regulation relating to mobile homes.
- (f) Public health and safety violations by the resident.

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 Proceedings 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 payment of 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 Rules and Regulations.

RESPONSIBILITY FOR REPAIRS

Should the resident damage any below-ground improvements caused by malfunctioning heat tape, plumbing work or digging, damage will be repaired by Community Management personnel or its contractors and charged to the resident. Should the blockage of a sewer line be the result of items discarded by the resident into the sewer, the cost of repair shall become that resident's responsibility. Utility companies, such as telephone, gas and electric are responsible for their individual underground utilities leading to your home. In other words, Community Management will be responsible for below ground improvements and the resident shall be responsible for any damage and repairs above ground.

EQUAL APPLICATION

The guidelines set out herein are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these guidelines is the committed responsibility of Isabella Village and will be maintained by its management personnel. Isabella Village insists their employees maintain a courteous and respectful attitude toward the residents. Profanity, physical threats or actual harm will not be tolerated. Community Management expects the same Courtesy from their residents. Unacceptable behavior on the resident's part will be considered just cause for termination of tenancy. If on occasion, proper administration of these guidelines has not been maintained, management invites you to bring these matters to our attention in written format.

SOLICITING, ADVERTISING, AND COMMERCIAL BUSINESS

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

DISCLAIMER-INDEMNIFICATION

Neither Community Management nor the owners of the Community shall be liable for any damage or injury occurring to residents, their family members, guests, or invitee or their respective property within the Community, except in the case of Community Management's or the owner's failure to perform, or negligent performance of a duty imposed by law. Resident(s) agree to protect, indemnify and hold Community Management and the owners harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence within the community which causes injury to any person or property.

COMMUNITY OFFICE

The Community Office is open daily for your convenience to assist you with your community related problems. The Community Office hours are posted on the Office Door. The community has a twenty-four (24) hour, seven (7) day a week emergency telephone number and should only be used when the Community Office is closed. This number is for emergencies such as: fire, community vandalism, major water, sewer or gas breaks. All residents are advised to contact the Community Office, or stop by personally, if you have a community-related problem such as: disturbances, rents, resale inspection on home, additions and changes to your homesite or interpretations of the Community Guideline for Living. **Make all changes related to your tenancy registration status at the Community Office.** Please do not go to the managers private home for community-related business other than for emergencies; i.e. fire, major underground water, sewer, or gas breaks, or vandalism of community owned property.

ISABELLA VILLAGE

EXHIBIT A-MOBILE HOME SET-UP GUIDELINE INFORMATION FOR HOMEOWNER – APRIL 1999

1. In blocking a home the highest corner of the home should be no more than 28 inches from the ground and the minimum height above the ground for the frame should be no less than 8 inches. Community Management must approve any deviations.
2. The use of beams must be approved by home manufacture and conform to Michigan codes for Manufactured homes.
3. Blocking shims shall not exceed 2 1/2" in thickness.
4. Hitch(s) are to be removed and stored under home.
5. Axles and springs must remain on home. Occasionally one axle may have to be dropped due to set-up blocks but axle must remain under home.
6. All homes must have a frost free water faucet for their garden hose on the patio side of their home.
7. Setters provide and install a shut off valve (ball valve preferred) at the connection point of the parks water supply, in addition to the shut off valve just prior to entering the home
8. Installers to install PARK PROVIDED WATER METER AND FITTINGS in water supply line. The meter should be between 36 and 48 inches from the shut off valve entering the home. The meter base must be heat tape protected along with the supply line and must conform to local and state codes.
9. Gas and electrical utilities should be buried at least 12 inches deep and take the shortest route to the home and must conform to local and state building codes.
10. All sewer pipes to be Schedule 40 PVC and must have minimum 1/4" drop per foot. Support plumber straps are required on all sewer lines. Plumber straps must be at all outlets of home and at five-foot intervals thereafter. Fernco rubber flare or bell seal is installed on sewer pipe to prohibit leakage and sewer gas. Installation must meet both local and state building codes. Sewer, lines must not be cut below 4" above ground level unless written approval is given by Community Management (A signed copy of approval will be kept in resident homeowners' file). **Never install a heat tape on a sewer line.**
11. The steps provided must be made of wolmanized wood, have double handrails and lattice enclosed sides.

We will continue to provide you skirting installers with a firm flat surface for the base track installation.

One thing your crew leader could do that would really be appreciated is to stop by our office and let us know you are on site with a new unit.

We are serious and dedicated to the goal of keeping our Park the cleanest and best-maintained Manufactured Home Community in Mt. Pleasant. We invite and would appreciate any suggestions or comments from you or your crews that would help us achieve our goal.

Thank you in advance for you and your crews' cooperation.

Sincerely, Isabella Village Community Management

ISABELLA VILLAGE

ESHIBIT B – HOMEOWNER’S RESALE INSPECTION INFORMATION – AUGUST 2003

Isabella Village does not warrant that the mobile home inspected is in conformity with applicable building codes, that the mobile 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 acknowledges that the Resale Inspection conducted at Tenant/Seller’s request is for a determination of whether the mobile home is eligible to remain in the mobile home community in accordance with applicable mobile home community rules, if sold. Tenant/Seller agrees that such Inspection is not for the benefit of any prospective purchaser and that Tenant/Seller shall not hold such Resale Inspection report out to a prospective purchaser as a representation of the condition of the home proposed to be sold or its fitness for sale.

Smoke detectors and a fire extinguisher must be present in accordance with Act 133 of the Public Acts of 1974, being 125.771 et seq of the Michigan Compiled Laws.

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.

Condition of: Exterior of home; adjacent structures; address; doors; windows; siding; skirting; running lights removed and holes caulked; handrails; porches; decks; railing; awnings; carports; shed – type, size, 10’ clearance, paint, doors; air conditioner – bracing, foundation; heat tape or heat rod; exterior supply; garden hose crossover line to patio side with self-draining shutoff; axles, springs and hitch under home; tie-downs; no combustible material under home; lawn; parking area; sidewalk; patio; general cleanliness of site; planting; electrical line off ground; antennas.

Homeowner must have a signed one year Resale Authorization from Management and buyer must be approved prior to finalizing sale of home.

If the home is not sold within one year after receiving the Resale Authorization, Management must re-inspect the home for any discrepancies when the homeowner or sales company has a new buyer.