**CREEK VALLEY DEVELOPMENT COMPANY RULES AND REGULATIONS**

ACKNOWLEDGMENT OF RULES AND REGULATIONS: Prior to residency in this community, each Tenant must sign an acknowledgment that they have read and received a copy of the Community Rules and Regulations as set forth herein and any amendments thereto. Tenants agree to abide by the Community Rules and Regulations and all state, county, and city/township laws and ordinances. Tenant’s failure to comply with the Community Rules and Regulations may result in their termination of tenancy as provided by law.

ENFORCEMENT OF COMMUNITY RULES AND REGULATIONS: Every effort will be made by Landlord to ensure that the Rules and Regulations are enforced and that the safety and comfort of the community’s Tenants is not disturbed. Ignorance of the Rules and Regulations is no excuse for non-compliance.

COMMUNICATION: Any person who contacts or attempts to contact our maintenance department, there shall be a $25.00 per occasion fee added to their account with Creek Valley and shall be collectable as rent, subject to late notices and late fees if not paid in full.

Communication with Creek Valley should be through one (1) of three (3) methods:

1. Call our office at (269) 964-9577 and speak with our office personnel or leave a message. ALL voice mails are returned within 1-2 business days. Please make sure you have a voice mail set up, that it is not full, and you check your voice mail.
2. Email our office at [creekvalley@att.net](mailto:creekvalley@att.net). These messages also will be returned within 1-2 business days.
3. Call the emergency phone at (269) 420-5893. This line of communication is ONLY for maintenance emergencies that are the responsibility of Creek Valley. After your message is listened to, if it is determined that it is not a maintenance emergency that Creek Valley is responsible for, the message will not be returned. In this case, you should leave a message on our office line and your message will be returned within 1-2 business days. If you do not call the office, then absolutely nothing will be done. No action will be taken by Creek Valley from non-emergency calls left on the emergency phone.

AMENDMENTS OF RULES AND REGULATIONS: From time to time, rules may be changed or additional rules may be added. In such an event, at least thirty (30) days prior to implementation, a written notice of the proposed amendment will be forwarded to each Tenant. Said amendments to rules and regulations will also be posted in the community office. Any new rules or regulations will be considered part of the Community Rules and Regulations set forth herein and will be enforced accordingly.

SITE INSPECTIONS: Site inspections will be performed on an “as-needed” basis. Copies of these inspections will be forwarded to the Tenant. If corrections are not performed **COMPLETELY AND ON TIME** as requested, a second violation will be issued. If corrections are not performed **COMPLETELY AND ON TIME** as requested management may then:

A. Exercise its managerial rights and perform said documented deficiencies. Tenant will be billed at a rate of no less than $120.00 for the first hour (or any fraction thereof) and $30.00 for every 15 minutes thereafter. This cost does not include any cost of materials, which will also be billed at the rate of actual costs + a 25% management fee. These costs will be added to your monthly statement and shall be collectable as rent.

Or:

B. Assess fines at the rate of $25.00 per week until such time that the deficiencies have been performed completely and on time as requested.

Or:

C: Evict you.

Constant violation will lead to eviction proceedings. Please note that your adherence is absolutely essential to provide you and your neighbors a pleasant environment.

SITE INSPECTIONS FOR LAWN MAINTENANCE: Site inspections will be performed on an “as-needed” basis. Copies of these inspections will be forwarded to the Tenant. If corrections are not performed **COMPLETELY AND ON TIME** as requested, management may then:

1. Exercise its managerial rights and perform said documented deficiencies. Tenant will be billed at a rate of no less than $120.00 for the first hour (or any fraction thereof) and $30.00 for every 15 minutes thereafter. These costs will be added to your monthly statement and shall be collectable as rent. This will be for the first violation for lawn maintenance that we are required to mow and or trim Tenant’s site for the calendar year.

Or:

B. Assess fines at the rate of $25.00 per week until such time that the deficiencies have been performed completely and on time as requested.

Or:

C: Evict you.

For this violation there shall be only one (1) violation given prior to further action being taken by management as dictated above.

Constant violation will lead to eviction proceedings. Please note that your adherence is absolutely essential to provide you and your neighbors a pleasant environment.

LANDLORD APPROVAL: All prospective Tenants must complete a Rental Application before residency is approved. 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 mobile home on a home site in the community, current photographs of all exposed sides of the home plus its appurtenances (storage shed, steps, porch, 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. Tenant warrants and represents that they are the owner of the mobile home and agrees to provide Landlord evidence of same upon request.

RIGHTS TO SPACE AND TRANSFERABILITY: The right to occupy a home on the leased site is not transferable with the sale or transfer of title to the mobile home. The Tenant further agrees that they will not assign or sublet the mobile home or leased premises. Landlord must, prior to the transfer of possession of mobile home, inspect the leased site and exterior of the home to confirm that it meets all community standards. All items that need repair or correction must be completed prior to the Landlord’s final authorization of resale. One 18” x 22” “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.

FIRST RIGHT OF REFUSAL: Tenant grants Landlord the right of first refusal in the event Tenant desires to sell their home. Tenant must present Landlord with a written signed and dated purchase agreement from a third party which desires to purchase the home. Landlord will have seven (7) business to conduct its due diligence and either enter into a purchase agreement with Tenant for the home at the same specified terms or forfeit its right to purchase the home. During the period of due diligence, Tenant will grant Landlord and its assignees the necessary access to the home to be able to perform any and all inspections as required. For every day that Tenant fails to grant Landlord and its assignees access to the home it shall extend the due diligence period the same. If Landlord forfeits its right to purchase the home, Tenant shall then be free to enter into a transaction with the afore mentioned third party to sell the home to the third party at the same specified terms.

TERMINATION OF TENANCY: Pursuant to MCLA 600.5777, if you receive a Notice to Quit, Termination of Tenancy, you are entitled to request a conference with the community owner or their representative to be held at the community. The conference must be requested by certified mail within ten (10) days of receipt of the Notice to Quit.

PAYMENT OF RENT DURING TERMINATION PROCEEDINGS: 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 600.5714 (1) (a) without prejudice to the just cause termination.

LIQUIDATED DAMAGES: The prevailing party in a contested action to terminate a tenancy pursuant to MCLA 600.5775 will be awarded liquidated damages of not more than five hundred dollars ($500.00) for an action in district court and not more than three hundred dollars ($300.00) for each appellate level. Liquidated damages shall not be construed to be a penalty, nor shall the payment of such liquidated damages preclude Landlord from recovering any actual additional damages, including but not limited to those which may have been incurred as a result of unpaid rent, damages to the leased site or common areas, or the cost to remove the mobile home from the community.

MOBILE HOME INSTALLATION AND STANDARDS: All new installations and existing mobile homes must comply with all applicable local ordinances and state laws concerning placement, anchoring, and utility connections prior to the Tenant taking occupancy therein. Occupancy permits must be issued by the governing bodies prior to the Tenant taking occupancy

therein, and Landlord must be supplied with proof thereof. 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 lack of proper maintenance of their home, as well as the installation and removal of their mobile home. Placement, installation, and removal of mobile homes must be supervised by an agent of the Landlord. Placement, installation, set up and removal may only be done by the home owner or licensed and insured service providers. Landlord disclaims any and all responsibility for damages to any home due to faulty and/or insufficient placement, installation, and removal. Unless otherwise stated in your rental lease and/or rules and regulations, utilities and home/property maintenance shall be paid for and/or services provided by as the following:

1. Electricity - Tenant 6. Excessive garbage collection - Tenant

2. Gas - Tenant 7. Cable/Satellite TV - Tenant

3. Water - Tenant 8. Yard maintenance - Tenant

4. Sewer - Tenant 9. Snow removal (site) - Tenant

5. Garbage collection - Tenant 10. Snow removal (roads) - Landlord

LOSS AND LIABILITY: It is recommended that each mobile home owner produce a mobile home comprehensive form insurance policy insuring the home against loss or damage. It is also recommended that Tenant include liability coverage for personal injuries which may occur on the home site or within the mobile home.

REMOVAL OF MOBILE HOME: All rents and other applicable charges to Landlord must be paid in full prior to moving the home from the 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 neat fashion. 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. Landlord assumes no responsibility if a dealer, bank, or other secured party opts to remove the mobile home of a Tenant from the community, except for Landlord’s failure to perform a duty or negligent performance of a duty imposed by law.

In addition, Tenant agrees to deliver to Creek Valley three (3) days prior to commencing work for the removal of home a good faith deposit of $1,000.00 (one thousand dollars). This deposit is to be held by Creek Valley until the completion of the work. At such time, Creek Valley will inspect the premises for any damage resulting from the removal of the home. This includes the immediate premises as well as any and all community property. If the premises and community property are left clean and undamaged, Creek Valley shall immediately return the deposit. In the event that there is damage to the premises or community property due to the removal of the home or the premises or community property are not left in a clean and neat fashion, then the deposit may be used to offset the cost of repairing said damages or clean up.

Also, Tenant agrees to execute a **Manufactured Home Community - Tenant/Contractor**

**Agreement** prior to the commencement of the removal of the home. Further requirements for the removal of the home are spelled out in detail in the afore mention agreement, including the delivering of licenses and permits by sub-contractors to Creek Valley. These requirements for the removal shall extend to the owner of the home as well as future assignees.

TO PROVIDE AND MAINTAIN a clean and attractive community, all mobile homes must meet the following conditions:

1. 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.

2. Each home site shall be numbered and clearly marked for positive identification. Each number shall be easily readable from the road servicing the home site (Rule 702a).

3. All windows and doors are to be in good condition. Broken windows must be repaired immediately. Plastic may not be used for window replacement or for outside wind protection. All window coverings shall be of material and design for window coverings. Window coverings shall at all times be in proper working condition. No such items as (but not limited to) blankets, towels, insulation, tin foil, etc. shall be allowed.

4. Approved fire-resistant skirting is required and must completely enclose the space beneath the home. Color is to match or attractively accent the home’s exterior. Skirting must be installed in vertical fashion. No aluminum skirting is allowed. Tenants shall skirt home within thirty (30) days of occupancy or within thirty (30) days of receiving a written notice from Landlord. The area beneath the home must be kept clean and free of combustible materials. Skirting must be installed either upon concrete or (if not applicable) upon treated 2 x 4’s. In addition, skirting guard must be installed around the entire perimeter of the home as well as steps, decks, etc.

5. Steps leading to entry doors are to be made of cement or treated wood, (no metal steps are allowed) and a handrail must be attached as per local building codes. Off side entry doors may not be used as the primary home entrance and decks, porches, etc. may only be installed with written permission from Landlord. All homes must have at two sets of park approved steps.

6. All porches and decks must be constructed of treated (weather resistant) wood with handrails on all exposed sides. Skirting must enclose the space beneath the porch or deck. Any other material must be pre-approved by Landlord. 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 approval of Landlord.

7. Nothing additional may be constructed without Landlord’s approval.

8. All homes with a metal roof must have the roof coated with a white roof coating. No other colors or shades are allowed.

9. Central air conditioning units must be placed on an approved pad with the location approved by Landlord. Window air conditioning units must be securely braced to the home (not held up by any props). If electrical requirements to operate air conditioning units exceed the standard amperage provided by the community, Tenant must at his/her expense upgrade the electrical service from the pedestal to his/her home. Both types of units must be attractively kept.

10. Towing mechanisms must be removed from the mobile home upon installation and stored beneath the home.

11. Fences may not be installed around or upon home sites.

12. Utility connections within the home as well as all smoke detectors and fire extinguishers, are the sole responsibility of the tenant. They must be maintained in a good and safe operating condition at all times, and meets all applicable codes. Act No. 113 of the Public acts of 1974, being 135.771 et seq. of the Michigan Compiled Laws, which provides for home fire protection, requires that all homes manufactured, sold, or brought into this state shall be equipped with at least 1 fire extinguisher approved by the national fire protection association and 1 smoke detector approved by the state construction code commission. The homeowner of a home brought into this state for use as a dwelling shall have 90 days to comply with this subdivision (Manufactured Housing Commission Rule 702a). Any and all wires servicing homes must either be routed underneath of the home out of sight or secured properly to the home.

13. No exterior antennas are allowed. Satellite receiving dishes are allowed with written permission from landlord as pertaining to size and location.

14. There shall be no basketball poles, rims, and backboards allowed at any residence within our community. This includes those whether they are permanent or portable in nature. Any existing poles at the date of this becoming effective (01/01/2015) shall be grandfathered in, but shall be required to be located at the very back of the Tenant’s driveway. At no time shall they be allowed to be located on the side of the driveway, at the edge of the road, or at any other location on the Tenant’s lot. At no time shall any basketball pole that has been grandfathered in be moved to any other location.

IMPROVEMENTS AND ALTERATIONS: Tenant shall make no alterations to the subject site without Landlord’s approval. Landlord shall be provided with a sketch of any proposed improvement 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 excavation and its location is to be provided to Landlord, but only after the utility companies have been notified and requested to mark 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.

HOME SITE MAINTENANCE: Tenants shall maintain his/her home and home site in a clean and attractive fashion at his/her own expense per the following:

1. Lawns are to be free from weeds and debris, mowed, raked, seeded, and fertilized, to maintain a healthy and attractive appearance. It is the responsibility of the Tenant to trim all four (4) sides of their residence.

2. All lawns must be mowed at least one (1) time a week. This is regardless of the possible differing of opinions between Landlord and Tenant as to whether or not it is needed.

3. At all times tenant shall ensure that natural joints or cracks in their driveway, sidewalks, and patios shall be free of vegetation.

4. In the event a Tenant fails to maintain his/her home site as required for the above three (3) items, an ON-SITE INSPECTION REPORT will be issued. If not corrected as requested, Landlord has the right to exercise its managerial rights and bill accordingly, as dictated on page two (2), (under the heading ‘SITE INSPECTION FOR LAWN MAINTENANCE’) of this same document.

5. Telephone and television cable 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 cables, Tenant will be charged accordingly for such work.

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

7. Home sites contain underground utilities such as high voltage electrical transmission lines and other extensive utility cables. Unauthorized digging could be extremely dangerous. Tenant must receive Landlord’s 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. MISS DIG will mark the utility locations on the home site before Landlord will allow the proposed excavation.

8. Landlord recommends that Tenant engages licensed and insured service providers to level their home at least once annually.

STORAGE SHED OR GARAGE: A utility storage shed or garage (approved by management) must be installed on site **PRIOR** to occupancy. Tenant is required to obtain written approval, as it pertains to materials, size, and location from Landlord before installing or altering an existing structure. All construction must conform to any and all local, county, or state building codes. Shed color and shingles are to match or attractively accent the mobile home. Structures are to be kept in good repair at all times. All toys, bicycles, tricycles, lawn care equipment, garden tools, folding lawn chairs, ladders, etc. must be stored when not in use.

SIGNAGE:

Under no circumstances shall any type of signage, temporary or permanent, be allowed that is deemed to be offensive to management.

Under no circumstances shall any type of signage, temporary or permanent, be allowed that is deemed political in nature by management.

PATIO/LAWN FURNITURE: Tenants shall maintain all outdoor furniture in a safe and attractive condition. Fold down furniture is to be stored when not in use. All outdoor furniture must be outdoor furniture. There shall be at no times indoor furniture allowed to be used as outdoor furniture.

FIREWOOD STORAGE: Firewood is to be stored at the rear of the home and is limited in size to a pile 2’ wide by 8’ in length, and 4’ high. Firewood must not interfere with proper spacing requirements between homes.

BURN PITS FOR BONFIRES: The only type of burn pit that shall be allowed for bonfires shall be of a type that is completely portable, has legs on it which elevates the pit and fire up above the ground, containment of the ashes is completely within the unit itself, and approved by Landlord. Any and all ashes must be removed properly, approved by Landlord, and completely at the expense of Tenant. Absolutely no permanent type of burn pit shall be allowed. Tenant shall be responsible for any and all damage to lawn from use of such pits.

WINTERIZING HOME: Any winterizing of homes must be on the interior of the home and/or the 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. Any damages to park lines due to improper winterization under the home shall be the sole responsibility of the Tenant.

WATER METERS: All homes shall have a water meter installed upon it by Creek Valley or a licensed contractor when the home is first moved in and it (the meter) is the sole property of Creek Valley. If, for any reason, other than negligence on the part of Creek Valley or simple failure of the meter unit, the water meter is needed to be changed, Tenant shall be required to make payment in full to Landlord for the existing water meter and labor to install it (if Creek Valley is installing it) prior to a new meter being installed by Creek Valley or a licensed contractor and water service restored. The cost to Tenant shall reflect current market pricing of the meter itself and 1-hour labor at $60.00 per hour. Installation shall not include the installation of any new winterization products. Meter shall not be installed until such time that the water line is deemed (by Creek Valley) to be properly winterized in order to prevent the new meter from being damaged. The meter, once installed, shall remain the property of Creek Valley.

TREES, BUSHES, SHRUBBERY, ETC.: Unless otherwise stated in writing between Landlord and Tenant, all forms of shrubbery, which includes any and all trees, are and shall remain the property of Landlord regardless of who plants and cares for them. If, without written authorization from Landlord, Tenant removes any form of shrubbery, Landlord shall have the managerial right to have like shrubbery reinstalled by a professional source and Tenant will be invoiced at the rate of 100% of costs + 25% management fee. All amounts shall reflect current market pricing and will be collectible as rent, subject to any and all late fees if not paid on time, as well as eviction of Tenant as applicable by law.

RUBBISH REMOVAL: No garbage will be allowed to be set at curb side without being inside a plastic curb-side container supplied by the garbage company. No garbage is to be set out until the day in which it is to be picked up. Any garbage not picked up by the garbage company must be removed immediately by Tenant and stored properly until the next pick up day.

AUTOMOBILES: Tenants and 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. Unlicensed or inoperable vehicles are not allowed in the park. All vehicles must be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within the community is not permitted. Routine maintenance or minor repairs on vehicles may be carried out at the home site. Major repairs or maintenance or projects requiring ramps or blocks, are not allowed. 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 or Landlord will do so and charge the Tenant. All vehicles operating within the community must abide by the posted 15 mph speed limit and other traffic signs. Speeding is dangerous and will not be tolerated. Do not park in front of the mailbox areas. As permitted by law Landlord reserves the right to remove vehicles parked in violation of these Rules and Regulations, and further reserves the right to remove inoperable vehicles or vehicles without current license plates or tags. All costs incurred thereto shall be paid by Tenant. Vehicles may not be parked at or near the community entrance or office in any visitor parking area, nor on any common area in order to display their availability for sale.

MOTORCYCLES: Motorcycles are allowed to operate only for transportation in and out of the community. “Joy riding” within the community is not allowed. Motorcycles are to park in Tenants parking space or they may be stored in the utility shed. Parking elsewhere on the home site is prohibited.

RECREATION VEHICLES: Storage of boats, campers, motor homes, and other forms of recreational vehicles upon the home site or in the streets is prohibited. No form of recreational vehicle may be attached to water or sewer or other utility connections. No form of recreational vehicle shall be operated within the community unless it is properly licensed to operate on all public roads. This includes, but is not limited to, mini-bikes, “quads”, motorcycles, etc. In addition: Storage of boats (motorized or not), campers, motor homes, mini homes, utility trailers, or any other form of vehicle upon the home site, in the street, or on adjacent lots is strictly prohibited without expressed written authorization from Creek Valley. All units, if stored on Creek Valley Property at approved locations, must remain properly licensed and operational at all times.

CHILDREN: Parents and legal guardians are responsible for the actions of their children according to applicable local ordinances and state law. Any child (under the age of 18) not listed as a resident within Creek Valley Mobile Home Park must be directly supervised by an adult who is listed as a resident within Creek Valley Mobile Home Park. Direct supervision shall be defined as the registered adult within speaking distance of the visiting child at all times, or the visiting child being on the registered adult’s site at all times. Any child violating this rule will be immediately escorted from the community completely or to the registered adult’s site.

CHILDREN’S CURFEW: There shall be a curfew enforced within Creek Valley Mobile Home Park. Said Curfew shall be for all persons under the age of 18 and be in place during the hours of 9:00 PM to 7:45 AM. The only exception allowed are children arriving at the bus stop in the morning. However, no child shall be allowed to arrive at the bus stop more than 15 minutes prior to the scheduled arrival time of the bus.

CHILDREN’S RECREATION AND PLAYGROUND EQUIPMENT: Landlord allows Tenant to provide a small wading pool (maximum size is 5’ in diameter x 12” deep). Placement must be on a patio/cement area or an area approved by Landlord. The wading pool must be emptied daily and stored appropriately after use. No type of swing set or other type of equipment is allowed to be placed on Tenant’s site.

RECREATION FACILITIES: The use of all recreation facilities within the community are for the Tenants only. All guests must be accompanied by an adult Tenant when using recreational facilities. It is the responsibility of the Tenant to ensure that his/her guests observe all the rules and regulations.

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 unreasonably with the Tenant’s quiet enjoyment of the leased premises. Landlord shall have no right to enter a privately owned mobile home unless Tenant granted prior consent or to prevent imminent danger to the occupant(s) of the mobile home. Tenants may not cross through or play in another Tenant’s yard unless invited. Trespassing onto property adjoining the community is strongly discouraged.

CONDUCT: It is expected that all Tenants respect the rights of others to enjoy the quiet and peaceful use of the community. Excessively loud talking, abusive language, shouting, radio, television, 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.

ALCOHOL CONSUMPTION/SUBSTANCE ABUSE: The consumption of alcoholic beverages is not permitted in the community building, recreational area, or any common area within the community. Possession, use, and/or sale of drugs and/or other illegal substances will not be tolerated.

GROWING AND/OR CULTIVATION OF MARIJUANA: Under no circumstances shall there be any growing and/or cultivation of marijuana or any related substance allowed within Creek Valley Manufactured Housing Community. This is regardless as to whether or not it is for medicinal use or recreational use. This will supersede any and all current and future Michigan and/or Federal laws pertaining to the growing and/or cultivation of marijuana.

FIREARMS, WEAPONS, AND EXPLOSIVES: Tenants may not discharge or engage any activity involving firearms (including BB guns), slingshots, bows and arrows, or other weapons in this mobile home community. Fireworks, firecrackers, other explosives, and pyrotechnic activity are similarly prohibited.

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 at the park office. Landlord will not intervene in any dispute without a written complaint.

ADVERTISING, SOLICITING, AND COMMERCIAL BUSINESS: Advertising, soliciting, or delivering handbills is not permitted. 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 the community.

GARAGE SALES: For the purpose of this ordinance, “garage sale or yard sale” shall include any garage sale, yard sale, porch sale, patio sale, or any other such sale held for the purpose of disposing of personal possessions.

1. No sale shall continue for a period of more than three (3) days upon the same premise.

2. No more than two (2) such sales shall be conducted upon the same premises per calendar

year.

3. No merchandise offered or to be offered for sale shall be stored outside the residential type buildings located on the premises except during the hours of the sale.

4. No temporary structures, including but not limited to, tables, awnings, shelving, etc., shall be installed on site except during the hours of the sale.

5. No such sale shall be commenced until a permit has been secured through the Township of Bedford and permission is granted through the Office of Creek Valley Mobile Home Park.

6. Advertising signs shall be limited to one (1) located upon the premises where the sale is being conducted and only during the hours of the sale, and one (1) sign at the entrance of the community and only during the hours of the sale. No signage shall ever be attached to utility poles or Creek Valley signs. In the event any such signs are attached in the afore mentioned manner they may be removed by management without any notification whatsoever.

**PETS: Tenants who lease a residence from Landlord may not have pets in the home or community. Tenants who are home owners may have “domesticated” pets with Landlord’s approval at a charge of five (5) dollars per month per pet. Failure to abide by the following rules and regulations will result in loss of this privilege:**

**1. Tenant must register pet with Landlord. This includes bringing the pet into the**

**office for approval and registration by park management. NO EXCEPTIONS will be made. If required, a current rabies tag must be worn by the pet. Pets which are approved shall be considered on a probation period of ninety (90) days. Removal of the pet(s) is imminent if the pet owner ignores his/her responsibilities. Tenants with pets prior to this revision will be allowed to keep them. However, any and all future pets must comply new rules. NO EXCEPTIONS.**

**2. Tenants are solely and totally responsible for the behavior of their pets. Noisy, unruly, or dangerous pets will not be permitted to remain in the community.**

**3. Tenant is required to clean up his/her pet’s defecation from the home site daily and while walking the pet. Failure to do so constitutes “just cause” to evict you from the park.**

**4. All pets must be kept inside the home. When the pet is outside, it must be restrained by a leash which confines movement to the owner. Pets cannot be chained outside. Absolutely no leashes, chains, or any other type of restraining devices shall be attached to the home, steps, shed, or any other item (s) on or near the site. Fenced in enclosures and dog houses are not allowed. Tenants must walk their pets on leashes. No “Beware of Dog” signs allowed.**

**5. While walking their pets, Tenant(s) must at all times have in their possession the facilities to clean up their pet’s defecations.**

**6. Pets running at large may be picked up by the local animal control agency**.

**7. Pets are not permitted in areas where people congregate, such as the playground, the community building, the park office, or any other open area.**

**8. 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 within the community (such as Pit-Bulls, Dobermans, Rottweilers, etc.). These animals may not be kept within the confines of the mobile home community.**

**9. Landlord disclaims any responsibility for the occurrence of harm, injury, or death to a pet caused by employees or agents or by Tenants or their guests except for Landlords failure to perform a duty or negligent performance of a duty imposed by law. Damage that is caused by pets to yards will be immediately repaired by Tenant.**

**10. Pet may not exceed 15” in height as measured to top of back, when full grown.**

PERSONAL SAFETY: Landlord cares about your wellbeing. Adherence to the following guidelines is strongly suggested:

1. All Tenants are advised to exercise proper care and safety to avoid the occurrence of accidents in and around their mobile homes, the home site, and surrounding community. Tenants are responsible for the actions of their children, other dependents, and guests as provided by law.

2. Take extra care when around any body of water (pond, creek, revision, etc.) within the community.

3. The home site shall be kept free of fire hazards, including combustible materials under the home (Manufactured Housing Commission Rule 702a).

4. It is the responsibility of each tenant to monitor radio and/or television for severe weather warnings. These warnings can also be received via two-way radios on the Battle Creek Area Warning System (BCAWS) at a frequency of 156.105 MHz. When a tornado warning for Calhoun County is issued, a siren will be sounded which is located at the Urbandale Elementary School in Urbandale, MI and another in the fire station in Bedford, MI. This warning will be a continuous 3-5 minute evenly pitched blast. There are no government approved shelters within the community or in the Battle Creek area. If you would like additional information, please contact the Calhoun County Emergency Services at 969-6430. The telephone number for the servicing Fire Fighting Agency and also the Law Enforcement Agency is 911.

5. Adherence to “Children Playing”, “Stop”, “15 mph” and other signs of this nature is essential.

6. Actions which interfere with the health, safety, or welfare of the mobile home community, its employees, or Tenants, are just cause for termination of tenancy under MCLA 600.5775.

7. Tenant shall furnish Landlord with the name, address, and telephone number of a person to be notified in the case of an emergency. At Landlord’s request, Tenant shall provide updated household information at least once annually.

8. If fire hydrants are available within the community, then vehicular parking on internal roads is prohibited within 10 feet of a hydrant (Manufactured Housing Commission Rule 702a).

MAIL: Landlord and the Battle Creek Postal Service provide you with individual lock boxes. It is the Landlord’s responsibility to obtain keys from the Post Office when Tenant moves in. In the event keys are lost it is the responsibility of the Tenant to obtain a key from the postal service. Landlord does not and will not maintain spare keys. When tenant vacates their residency with Creek Valley the postal keys should be returned to Landlord.

DISCLAIMER: Landlord disclaims responsibility for accidents 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 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.

VARIANCES TO ABOVE RULES AND REGULATIONS: Periodically Landlord may deem it acceptable to grant a variance of one or more of the above rules and regulations. This will only be done in writing, and only if it does not affect the ‘intent’ of the rules and regulations.

GRANDFATHER CLAUSES: Management will ensure that all sites and units comply with said rules and regulations. However, at such time that said rules and regulations are changed, every effort will be made to ‘grandfather’ in older, existing situations.

TENANT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT. TENANT HEREBY EXECUTES AND AGREES TO ABIDE BY SAID RULES AND REGULATIONS.

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Tenant(s) signature Date