

Lexington Municipal Mobile Home Park



Rules and Regulations Effective

January 1, 2012

Approved by

Lexington Village Council

On

April 25, 2011

Amended on October 24, 2011

**Lexington Municipal Mobile Home Park
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Cheryl Vincent, Park Manager

Rules and Regulations

These Rules and Regulations govern the Lexington Municipal Mobile Home Park and are prepared in accordance with the Village of Lexington to provide all tenants residing in the Park with reasonable and responsible guidelines to follow. The Park has been instructed by the Village of Lexington and the State of Michigan to enforce these Rules and Regulations in a fair, non-discriminatory and uniform manner.

The Mobile Home Buyers and Residents Handbook explain the Michigan Mobile Home Commission Act and your rights and responsibilities. A copy is available in the Park Office for your review or you may write to them at Mobile Home and Land Resources Division, P.O. Box 3022, Lansing, MI 48909.

The Rules are for the benefit of the residents in the community. Not every situation can be covered, but basically it is important that there be a sense of cooperation and respect for each others neighbors and their property, and that each tenant conform to community standards.

RENT RATES

EFFECTIVE JULY 1, 2011

| LOT TYPE | CURRENT BASE RATE | 2011 CPI INCREASE | CURRENT MONTHLY UTILITIES | 7/1/11 UTILITIES INCREASE | RENT RATES EFFECTIVE 7/1/2011 |
|---------------------------|-------------------------|-------------------------|---------------------------------|---------------------------------|--|
| LAKEFRONT LOTS | \$426.00 | \$ - | \$41.00 | \$6.00 | \$473.00 |
| DOUBLE LOTS | \$413.00 | \$ - | \$41.00 | \$6.00 | \$460.00 |
| LOT & HALF | \$361.00 | \$ - | \$41.00 | \$6.00 | \$408.00 |
| STANDARD LOTS | \$260.00 | \$ - | \$41.00 | \$6.00 | \$307.00 |

RENT RATES WILL BE INCREASED/DECREASED PERSUANT TO THE BUREAU OF LABOR STANDARDS TABLE FOR CONSUMER PRICE INDEX FOR MIDWEST URBAN CLASS. THE FACTOR BASED FROM DECEMBER 2010 WILL BE COMPARED TO DECEMBER 2011 AND THE PERCENTAGE DIFFERENCE WILL BE APPLIED TO THE BASE RENT RATE AND WILL BE EFFECTIVE JULY 1, 2012.

Utilities include water, sewer, garbage and recycling pickup
Utility rates may change at any time with a 30 day notice

Application for Residency

- A. All persons (18 years of age and older) desiring to purchase a mobile home, lease a lot, or reside in the park must first apply for residency and be approved by the Landlord prior to occupying the mobile home. A non-refundable application fee of \$50 per person (18 years of age and older) is required. A criterion for non-qualified applicants includes the following:
1. Unsatisfactory credit history, proof of income or criminal background check.
 2. Previous eviction from this Park or any other rental community.
 3. Previous non-compliance with the Park Rules.
 4. Refusal to comply with the Rules and Regulations or to sign a Lease Agreement.
 5. Failure of mobile home to meet the quality standards for occupancy.
 6. Failure to meet mobile home occupancy ratios of:
 - a. 1 bedroom home – 2 occupants (Maximum)
 - b. 2 bedroom home – 4 occupants (Maximum)
 - c. 3 bedroom home – 6 occupants (Maximum)
 for full time residents.

NOTE: All persons (18 years of age and older) wishing to reside in the Park with an established tenant, **MUST** first apply for residency and be approved prior to occupancy. An application fee of \$50 is required.

Security Deposit

- A. All new tenants entering the park will be required to pay a security deposit equal to one months rent.
- B. A security deposit is required in addition to the first months rent at the time of the Lease Agreement being signed. The deposit will be returned when the tenant leaves the Park and:
1. Mobiles are in compliance with Michigan Mobile Home Laws and the Rules and Regulations of this Park.
 2. All arrearages, if any, have been paid in full.
 3. The lot is inspected by the Landlord and is in neat and

clean condition free of debris. If the lot is unacceptable the Landlord will make arrangements for the lot to be cleaned and the charge will be deducted from the Security Deposit.

4. A written release is signed by Landlord and the Tenant.

Financial and Legal Responsibilities

- A. Rent is due by the 5th of the month. A late fee of \$35 will be added to the rental amount on the 6th and will be due that month with the rent payment. Non-payment of rent will result in:
 1. Written Notice @ 30 days late plus late fee
 2. Written Notice @ 60 days late plus late fee
 3. Written notice @ 90 days late and notice of eviction with termination of water service.
- B. All payments must be by personal check, cashier's check, or money order. **NO CASH WILL BE ACCEPTED!**
- C. A charge of \$30.00 for non-sufficient fund checks will be applied. If two or more NSF checks are received during the lease, future payments by check will not be allowed.

Utilities

- A. Before purchase/occupancy of any existing or new mobile home, it must be in compliance with the Rules and Regulations. Water lines, sewer lines, electric, and gas must be hooked up within 30 days by a licensed and insured contractor. One may not occupy a mobile home until utilities are available and permit to occupy is issued.
- B. Mobiles NOT equipped with heat tape must be winterized from October 31 thru April 15. If there is any freeze damage to the water lines and to the riser, the repair will be at the expense of the resident. The Landlord reserves the right to discontinue water service to the home. If the water needs to be turned off in an emergency, due to tenant negligence or non compliance with the Park rules, there will be a fee of \$50 to shut off and \$50 to turn on after all repairs are made. Tenants will not be allowed to turn on or shut off their water at the curb box. All mobiles must permit access to the risers for emergency purposes.
- C. The Park Office needs to be notified when the mobile home is winterized each year. To have water turned on or off, the tenant must call the Park Office and schedule a date and time when the tenant will be there.

- D. All curb boxes must be exposed. Grass, dirt, stone, cement or any other elements may not cover them.
- E. Tenants shall be responsible for repairs to utilities which include the following:
 1. Electric wiring from the breaker at the electrical pedestal to the home.
 2. From the sewer clean out to the home.
 3. From the riser to the home. (If damage is caused by the tenants neglect beyond the riser, it is the tenants responsibility)
 4. From the gas shut off valve to the home.
- F. The tenant shall maintain electrical, sewer, water and gas lines in a safe and leak proof condition. There shall be no alterations to any utility lines or equipment by any tenant. A licensed contractor must work on these utilities.
- G. Tenants should not dispose of sanitary napkins, disposable diapers, or other non-degradable items by flushing them down the toilet. The tenant will be responsible for cleaning a blockage to the sewer line.
- H. Relocation of any utility is the expense of the tenant when requesting the relocation.

Mobile Home Guidelines

- A. Prior to a replacement of any mobile home with another, the tenant must submit an application to the Landlord for approval to move the mobile home onto the site.
- B. No tenant may sublet his/her mobile home, take in boarders, or permit anyone other than persons or pets listed on their Lease Agreement to live on the premises. Additional persons listed on the lease will be subject to a background check and approval by the Landlord. (See NOTE on page 3 under application for residency)
- C. All mobile homes new to the Park must be a minimum of 600 sq. ft. (exceptions will be granted for Park Model Units) If the mobile is other than new, a licensed Mobile Home Inspector must inspect it before entering the Park. All required repairs must be made and a re-inspection done before occupancy or being moved to the Park.
- D. Each tenant must carry Fire Insurance and at least \$100,000 in Liability Insurance on his/her mobile home. Each tenant will be required to provide proof of insurance to the Landlord by July 1 of each year.
- E. Each mobile should be equipped with a fire extinguisher, a centrally located smoke detector, and a smoke detector in each bedroom.
- F. *The Landlord reserves the right to require all mobiles to be outfitted*

with a second (emergency) exit per HUD requirements. Where there is ample room, a conventional set of steps is allowed. In the event that the space between mobiles and accessories isn't sufficient (4' of clear pathway) the Landlord will require the alternative "fold down" stairs and handrail to be installed at the rear door.

- G. The Landlord reserves the right to require the removal of any mobile home that does not compare favorably in general appearance and safety with all other units in the Park.
- H. The Park Office must be supplied with a copy of the Title for proof of ownership.

Home Site

- A. All mobile homes are required to be a distance of 10 ft. from an adjacent mobile home, including an attached structure that may be used for living purposes.
- B. *A Land Use Permit is required prior to the installation of any storage/utility shed in the Park. The Land Use Permit application is available at the Mobile Home Park Office or the Village Office. All permits must be approved by the Village Zoning Administrator. The Park will allow no more than two (2) sheds or utility storage units per lot. The total allowable square footage for all outdoor storage sheds/units shall not exceed 80 square feet. Residents that now have utility/storage units that exceed the maximum allowable (80 sq. ft.) will be allowed to keep their units until such time as they need to be replaced. At the time of replacement the new sheds shall comply with the restrictions of this rule. All sheds must be 4 ft. from an adjacent mobile home or an adjacent accessory and 7 ft. from the street. Sheds upon assembly must be constructed of a non-combustible material. Tenants must have approval from the Landlord and the Zoning Administrator before any placement or replacement.*
- C. Tenants shall keep their mobile homes well maintained and their lots in a neat and clean condition free of debris. If the Landlord determines that this requirement is not met, the Landlord, after giving notice, shall make arrangements for someone to remedy the problem and the tenant will be responsible for expenses incurred. If the tenant fails to pay the cost within 30 days of receiving notice thereof, the tenant is subject to eviction.
- D. The storage of flammable, combustible or hazardous material under the mobile home is prohibited. The use of ancillary propane, fuel oil, or kerosene heaters

in the mobile home is prohibited. Propane cylinders for outdoor grills is allowed outside of the mobile or in a shed.

- E. Air conditioners must be in good condition and free of rust, loose covers and faulty connections.
- F. No outside antennas, aerials, or towers are permitted. Satellite dishes up to 24" in diameter attached to the mobile are permissible. (If a signal is not able to be received, permission may be granted for placement elsewhere)
- G. No windows or doors should be covered with foil, paper, cardboard or metal.
- H. Tenants are responsible for all removal of snow and ice from their driveways and sidewalks.
- I. Freestanding steps must be constructed of pre-cast concrete, vented fiberglass, metal or treated lumber and must include handrails.
- J. Decks must be of a design approved by the Landlord. They must be of a plan using approved building material and contain a handrail of material consistent with the deck's construction. All decks must be 4ft. from an adjacent home or an adjacent accessory and 7 ft. from the street. Tenants need to obtain a Land Use Permit from the Village of Lexington and a Building Permit from Sanilac County before construction starts.
- K. The Landlord must approve screened porches before installation.
- L. Only collapsible or umbrella type clotheslines are permitted in the park. Placement shall be near the rear of the lot. Clotheslines must be collapsed after use.
- M. Storage of appliances outside the mobile home is prohibited.
- N. Utility trailers, pop up campers, and pickup campers are NOT allowed to be in the Park. Travel trailers, fifth-wheel campers and motor homes are allowed ONLY if renting an RV lot. A tenant may however, erect a tent on their lot for use for up to 48 hours in a 7 day period. The placing must be registered with the Landlord.
- O. A canopy may be erected for recreational use only. It may not be used for a sleeping area. When tenants are away and not using the mobile, the canopy must be taken down for safety reasons. Register the use with the Landlord.
- P. Conducting a noticeable commercial business from any residence within the Park is prohibited.
- Q. The storage of items in an unsightly manner is prohibited. (as stated in Act 236 of 1961, section 5775, 2,b,iii.)
- R. Children's swing sets and pools are not permitted. Exceptions may be granted on a "case by case" basis by the landlord.
- S. Skirting is required on all mobile homes with the exception of RV units. The skirting must be aluminum or vinyl.
- T. All mobiles in the park will be required to have a life, safety and habitability inspection every 5 years. The cost of the inspection (\$50) will be the obligation of the tenant and shall be paid within ten (10) days of billing. Any safety deficiencies shall be corrected within ninety (90) days of the inspection and

verification of correction provided to the Landlord. A written notice will be sent by the Landlord prior to the inspection to set up an appointment time.

Garbage Pickup

- A. Rubbish and trash must be placed in a COVERED CONTAINER at curbside or street edge by 6:00 a.m. on Monday morning. Tenants that choose not to follow this rule, will be charged for cleanup if necessary. Any large article to be picked up must be prearranged with Richfield Management in advance. (810-364-6539)
- B. Yard waste must be placed in cans or containers clearly marked with an "X", or in brown compost bags. Pickup is every other week starting with the first week of April - November.
- C. Recyclables will be picked up each Monday also. Please place the bin along side the other garbage receptacles. It will be emptied and left for continued use.

Landscaping

- A. Fencing of any type other than what has been constructed by the Village, is not permitted anywhere in the Park.
- B. All shrubs, trees, flowers and plants placed by the tenant will remain and become the property of the Village. Landlord approval is required prior to planting.
- C. All additions to landscaping of any lot must be submitted to the Landlord for approval. A pathway, 4 foot wide at ground level and free from obstruction to 7 foot in height, and runs the length of the side yard with access to the road is required.
- D. The tenant must maintain lawns, plants, and shrubs on each lot, which includes watering and raking of leaves. Lawns are to be cut regularly during the growing season.
- E. The dumping of any kind of refuse over the bluff is prohibited.
- F. Before any digging, call Miss Dig at 1-800-482-7171 to locate the underground utility lines. If the tenant fails to do so, any damage and cost of repairs are the tenant's responsibility.

Remodeling/Construction

- A. Spray painting of any kind is prohibited in the Park.
- B. When a tenant hires a Contractor to work on his/her mobile home, the Contractor *MUST* register at the Park Office. The Contractor *MUST* provide proof of their license and insurance. If this procedure is not followed, the tenant will be responsible for any damage that may occur to Village property or another tenant's personal property.

Mail Delivery

- A. All tenants are provided with an individual mailbox which requires a \$10 deposit. The maintenance of the mailbox is the sole responsibility of the Landlord. It is necessary for the tenants to contact the Landlord for any repairs. In the event of lost keys, the Landlord will replace the lock on the tenants mailbox for a charge of \$10, which covers the cost of the lock and 2 new keys.

Conduct

- A. Tenants are responsible for their conduct and damage caused or created by themselves, members of their household, or that of their guests to any property within the Park.
- B. Quiet time is from 11:00 p.m. – 7:00 a.m.
- C. If the Police are called to a residence 3 or more times within a 12 month period for a complaint against the tenant, members of their household, or their guests, they will be subject to eviction.
- D. The curfew for Minors under the age of 17 is 11:00 p.m. to 6:00 a.m., pursuant to the Village Ordinance section 38-71.

Selling or Transferring Mobile Homes

- A. All mobiles to be sold or transferred to another and remain in the Park require an inspection. Notice must be given to the Landlord and an application for inspection completed. The Mobile Home Inspector will charge a fee to the tenant. If a second inspection is required beyond 30 days of the first inspection, an additional fee will be incurred. Application and inspection must be completed before the mobile will be added to the "FOR SALE" listing in the Park Office. Any repairs or updating required by the home inspector must be completed before the transfer of ownership.
- B. Prospective buyers must first fill out an application at the Park Office and be approved to reside in the Park before completion of the sale.
- C. Should the home be vacant while in the process of selling, the owner is responsible for all maintenance and rent charges.
- D. Land contracts, rent with the option to buy or similar transactions WILL NOT BE ALLOWED!
- E. Before occupancy, the purchaser must pay the first months rent and The security deposit.
- F. If a current tenant refers an applicant to the Park Office, and the applicant is approved and brings a mobile into the Park to occupy a vacant lot, the current tenant will receive a \$25 gift card.

Vehicle Regulations

- A. All vehicles must be parked off the streets. Only 2 vehicles are allowed to park on a single lot, 3 vehicles on a corner lot, a lot and a

half, and a double lot (only if room permits). PARKING ON ANOTHER TENANTS LOT WITHOUT PERMISSION IS PROHIBITED!

- B. No parking is allowed directly in front of the Park Office during normal business hours except for conducting Park business or picking up mail.
- C. SPEED LIMITS ARE POSTED! Any tenant receiving 2 warnings for exceeding the speed limit within a 6 month period is subject to eviction. The Landlord will issue a warning letter to the resident of the lot to which the speeder is residing and/or visiting. REMEMBER TO CAUTION YOUR GUESTS ABOUT THE SPEED LIMITS.
- D. Heavy mechanical work on vehicles in the Park is prohibited. Minor maintenance, except oil or other fluid exchanges, is allowed.
- E. All vehicles parked in the Park must be operable with a valid license plate and insurance.
- F. Boats and jet skis are not allowed to be stored or parked in the Park.
- G. Lights and reflectors must be used on all non-motorized vehicles.
- H. The use or operation of motorized scooters, rollerblades, in-line skates, skateboards, recreational vehicles, dirt bikes, snowmobiles, go-carts, model airplanes, non-licensed golf carts, and remote controlled devices ARE PROHIBITED WITHIN THE PARK.
- I. MOTORIZED SCOOTERS AND WHEELCHAIRS ARE ONLY ALLOWED FOR PERSONS WITH DISABILITIES.
- J. Trucks are not permitted to be parked on-site or in any other designated parking areas within the Park, with the exception of pickups or vans of 1 ton or less. Exceptions may be granted for RV lots for a limited period of time.
- K. No overnight parking of commercial vehicles or contractor's equipment unless approved by the Landlord for a limited period of time and a permit is issued.
- L. Golf carts are NOT allowed unless they are licensed by the Secretary of State and insured. Proof of licensing and insurance are required to be on file in the Park Office. Operators must have a valid Driver's License.
- M. Motor Homes, travel trailers and fifth-wheels are ONLY allowed in the Park if renting an RV lot. Tents, pick-up campers and pop-up campers are not allowed on RV lots or anywhere in the Park.

Beach Conduct

- A. Access to the beach is only permitted along the paved footpath or the bluff stairways. No one is allowed to climb the bluff for any reason.
- B. NO LIFEGUARD is on duty. Tenants and visitors swim at their own risk.
- C. The beach is closed between the hours of 11:00 p.m. and 6:00 a.m.
- D. Fires *and camping* are not allowed on the beach.
- E. No child under the age of 12 should be permitted to use the beach without adult or guardian supervision.
- F. Glass containers and bottles are prohibited on the beach. A designated litter barrel is to be used for all litter.
- G. A swimming area has been designated along the South side of the Park Beach. All watercraft must use the North side of the beach. The center walkway is the divider between North and South. A buffer of 100 ft. created by a watercraft must exist between any swimmer and the use of any watercraft. Overnight storage of watercraft on the beach is prohibited.
- H. NO PETS ARE ALLOWED ON THE BEACH!
- I. Storage sheds of ANY TYPE are NOT ALLOWED on the beach.

Pets

- A. House pets are the only animals allowed in the Park. ALL pets must be registered with the Park Office and need to be listed on the Lease. *Beginning January 1, 2012, ONLY 1 dog per household will be allowed for all new tenants entering the Park and for existing tenants who currently own 1 dog. All other tenants currently owning more than 1 dog will be allowed to keep their existing pets.*
- B. No animal shall be housed or penned outdoors. Animal shelters, houses and pens are prohibited.
- C. All dogs and cats MUST BE ON A LEASH AT ALL TIMES when outside the Mobile. *Do not leave dogs or cats chained outside unattended.*
- D. Animals are not allowed on the beach or on the playground.
- E. All *canines* must be properly inoculated and proof supplied to the Park Office by July 1st of each year. Proof of license is also required by July 1st each year.
- F. Any animal that has bitten or attacked a person within the Park, shall be immediately removed from the Park.
- G. ALL PET OWNERS MUST IMMEDIATELY REMOVE DROPPINGS DEPOSITED BY THEIR PETS IN A SANITARY MANNER!

Clubhouse Use

- A. The clubhouse may be rented by Park/Village residents for a \$25 rental fee plus a \$100 deposit, which will be refunded if hall is cleaned up after use. Reservations can be made at the Park Office.

Vacant Lot Rental

Tenants have the option of renting a vacant lot (excluding RV lots) adjacent to their mobile. The cost would be \$150 per month for a standard lot. This would require a separate Lease Agreement for the vacant lot, which would be on a month to month basis, and subject to termination with a 30 day notice. Tenants would be responsible for the care of the lot. The lot would be rented "as is" with the understanding that all Park Rules would apply in addition to the following restrictions: No awnings, decks or sheds allowed. No additional landscaping. Automobiles may be parked parallel to the street only (not on the grass or cement slab). Tenants using vacant lots without a Lease Agreement in place for the vacant lot will be charged the \$150 per month fee.

Campfires

- A. ALL CAMPFIRES MUST BE IN AN ENCLOSED FIRE PIT WHICH MUST HAVE A LID ON IT! NO OPEN FIRES!!!! PLEASE KEEP FIRES AT LEAST 4 FEET FROM MOBILES. FIRE PITS CAN NOT BE LARGER THAN 3' X 3' X 3'.

TERMINATION OF LEASE

REVISED JUDICATURE ACT OF 1961 (EXCERPT) Act 236 of 1961

600.5775 “just cause” required for termination of tenancy; “just cause” defined; change of rental payments or terms or conditions of tenancy.

Sec. 5775.

1. The tenancy of a tenant in a mobile home park shall not be terminated unless there is just cause for the termination.
2. For the purpose of this chapter, “just cause” means 1 or more of the following:
 - a) Use of the mobile home site by the tenant for an unlawful purpose.
 - b) Failure by a tenant to comply with a lease or agreement by which the tenant holds the premises or 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 any of the following:
 - i) The health, safety, or welfare of the mobile home park, its employees, or tenants
 - ii) The quiet enjoyment of the other tenants of the mobile home park.
 - iii) Maintaining 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.

Michigan Department of Public Health under section 6 of the Mobile Home Commission Act, Act No. 96 of the Public Acts of 1987, being section 125.2306 of the Michigan Compiled Laws.

- c) Intentional physical injury by the tenant to the personnel or

other tenants of the mobile home park, or intentional physical damage by the tenant to the property of the mobile home park or of its tenants.

- d) Failure of the tenant to comply with a local ordinance, state law, or governmental rule or regulation relating to mobile homes.
 - e) Failure of the tenant to make timely payment of rent or other charges under the lease or rental agreement by which the tenant holds the premises on three or more occasions during any 12-month period, for which failure of the owner or operator has served a written demand for possession for nonpayment of rent pursuant to section 5714(1)(a) and the tenant has failed or refused to pay the rent or other charges within the time period stated in the written demand for possession. The written demand for possession shall provide a notice to the tenant in substantially the following form: "Notice: Three or more late payments of rent during any 12-month period is just cause to evict you." Nothing in this subdivision shall prohibit a tenant from asserting, and the court from considering, any meritorious defenses to late payment of rent or other charges.
 - f) Conduct by the tenant upon the mobile home premises which constitutes a substantial annoyance to other tenants or to the mobile home park, after notice and a opportunity to cure.
 - g) Failure of the tenant to maintain the mobile home or mobile home site in a reasonable condition consistent with aesthetics appropriate to the park.
 - h) Condemnation of the mobile home park
 - i) Changes in the use of substantive nature of the mobile home park.
 - j) Public health and safety violations by the tenant.
3. This section does not prohibit a change of the rental payments or the terms and conditions of tenancy in a mobile home park following the termination or expiration of a written lease agreement for the mobile home site.