



Community Rules & Regulations

2545 South Lakeshore Road Applegate, Michigan 48401

huronbayresorts@gmail.com

www.huronbayresorts.com

Business Hours

Monday through Friday: 9:00 am to 4:00 pm Saturday: 9:00 am to 12:00 pm

Office & Emergency Phone

810-622-9357

The *Mobile Home Buyers and Resident's Handbook* is available through the community office and through the Michigan Department of Licensing and Regulatory Affairs.

COMMUNITY RULES AND REGULATIONS AND RENT STRUCTURE ARE ALSO POSTED IN THE COMMUNITY OFFICE.

IMPORTANT WEATHER NOTICE:

Shelter facilities for severe weather conditions, tornadoes, etc., ARE NOT AVAILABLE IN THIS COMMUNITY. During severe weather, residents and all other non-residents in the community are responsible for taking their own safety precautions. It is the tenant's responsibility to monitor radio and television for severe weather warnings and for further information. Radio stations WPHM 1380 AM in Port Huron or WMIC 660 AM, 97.7 FM in Sandusky provide weather information. Local warning sirens are located in Lexington and Port Sanilac.

TO INSURE PLEASANT AND ENJOYABLE SURROUNDINGS:

Mobile homes shall be maintained in a clean and attractive condition by resident and shall comply with all applicable laws, ordinances, and regulations of the state, county, city or township and community. Mobile homes moved into the community must be pre-approved by management.

OCCUPANCY, REGISTRATION, AND REALES:

Occupancy is permitted only by resident's registering at the office for a designated site. All residents *must* register at the office and complete all necessary forms and agreements required by the community. Those failing to comply with this procedure shall be deemed trespassers and shall immediately be evicted from the community.

Each person and pet residing in the community must be registered and listed on the rental agreement, which must be signed by resident. *Any additions or changes must be forwarded in writing to community management and must be approved by community management prior to occupancy.*

PROSPECTIVE MOBILE HOME BUYERS:

If a prospective buyer desires to purchase a home from a community resident and plans to leave the home in the community, the buyer must first apply for residency and be accepted by community management prior to the consummation of the desired sale.

Management reserves the right to refuse any prospective resident if:

- A. Credit worthiness is unsatisfactory.
- B. The prospective buyer has previously been evicted from this or any other community or rental facility.

- C. The prospective buyer or seller is not in compliance with the community's rules and regulations.
- D. The prospective buyer has a criminal record.
- E. The prospective buyer has less than one (1) year of credit history.
- F. The prospective buyer has not been employed for at least six (6) months at his or her present job. Self-employed individuals must be able to show a one (1) year income statement or IRS Form from the previous year.
- G. They are unable to show proof of sufficient income.

QUALIFICATIONS FOR PURCHASE OR TRANSFEREE:

- A. The proposed new resident must agree to comply with these community covenants and addends and must execute a rental application and rental agreement as required by management.
- B. The proposed new resident and home shall meet the present standards of quality in accordance with these Rules and Regulations. All necessary changes to home and home site regarding standards of quality must be completed before moving in.
- C. Prospective residents must provide a copy of the certificate of title or an application for a certificate of title of the mobile home and disclose the name and address of any security holder before signing a rental agreement or acceptance of rent by management.

INSURANCE:

Each resident must carry adequate insurance (fire and extended coverage) on his/her home and must also maintain general public liability insurance. Each resident will be required to provide suitable evidence of insurance to community management upon request.

MAXIMUM NUMBER:

Home occupancy restrictions shall abide by federal, state, and local laws.

RESALE OF HOMES:

Mobile home sites are non-transferable. Mobile homes may not be rented or sublet. Residents may resell their home on its site within the community as long as the home meets community specifications, which shall comply with state law. If the home does not meet these specifications, it must be brought into conformance or be removed from the community. Residents selling their home on site must have said home inspected by management prior to selling. No home will be allowed to remain on site and the home site will not be transferred to buyer without a resale authorization approval. Prior to finalization of sale of home and after receiving a

resale authorization approval the purchaser must apply for the home site and be accepted by management and must 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 rules and regulations, credit, income, etc., of purchaser. Resale inspection requirements include: type and condition of shed, skirting, steps, decks, porches, additions, exterior appearance, broken windows, exterior doors, air conditioner foundation or installation, exterior sewer pipes, tie downs, fire extinguisher (minimum rating of 2A-10-B-C) and smoke detectors, etc. Fire extinguisher and smoke detectors must be approved by a nationally recognized independent testing laboratory. Community resident or person selling home is responsible to conform to all aforementioned inspection requirements. No more than two "For Sale" signs of a size not greater than 18" by 24" shall be permitted in a window or placed on the lot. Any outdoor sign not in conformance with this section will be removed by management without notice. Any indoor sign not in conformance with this section will be removed following 48-hour notice prior to access.

Any tenant wishing to sell their home must first contact community management in writing for an inspection of the home to determine if it is up to community standards before said home is placed for sale. Any necessary maintenance requested by community management must be completed and approved by management in writing before a sale is completed. Prospective buyer must make application for tenancy and be accepted by management before transfer of ownership is approved. During the time the home is for sale there must be a sign affixed to the front door, or in close proximity, to the entrance of home explaining the procedure all prospective buyers must follow before they can purchase the home, and will be provided by community management.

REPLACEMENT OF HOME:

Prior to replacement of any home with another, resident must complete an application form regarding the proposed new home which will be inspected by management for approval. This must be obtained in writing prior to moving another home onto site.

VACATING A SITE:

Residents vacating a site must leave the site clean and free of debris. Residents shall notify management, in writing, not less than 30 days prior to removal of any home from community.

MOVING A MOBILE HOME TO A COMPARABLE SITE:

The mobile home park reserves the right to move a mobile home to a comparable site within the mobile home park at the expense of the mobile home park. The management shall provide written notice at least 60 days prior to moving a mobile home in accordance with this rule.

PROTECTION OF COMMUNITY RESIDENTS:

Notice of violation of community covenants and addenda will be delivered or mailed to resident by management. Copies of these notices will be on file and serve to determine chronic violators, who may be evicted in accordance with state statutes.

1. **Noise:** Excessive noise or loud parties that disturb the peace and tranquility of other residents will not be permitted. Residents shall be held responsible for any damage caused or created by themselves, members of their household, or any of their guests to any property within the community. ALL STEREO'S AND TELEVISIONS SHOULD BE PLAYED AT A REASONABLE LEVEL. NO LOUD MUSIC OR PARTIES AFTER 11:00 PM IS PERMITTED.
2. **Health Codes:** Health rules and regulations, established by state or local health department or landlord must be observed.
3. **Right of Access:** Management shall have the reasonable right of access to a resident's home to prevent imminent danger to the occupant or the home. Management shall have right of access to the home site at all times, for the purpose of repair or replacement of utilities; maintenance of grounds inspection; and protection of the community.

FINANCIAL AND LEGAL RESPONSIBILITIES:

1. **Rent Structure:** Monthly home site rental is determined by location and size of the home site. Rent is due and payable, in advance, by mail or at the community office (Lot 75) on or before the 1st of each month.
2. **NSF Fee:** All residents will be charged a fee for any NSF checks and, from that time forward, only cash or money orders will be accepted for payment of rent. After the initial pro-rated rent has been paid, the rental amount is based on occupancy of not more than two (2) occupants. Rent is due on the first of every month. All payments postmarked after the 5th of the month will incur a late fee. All fees are posted in the community office.
3. **Changes Affecting Rent Structure:** Any changes regarding number of occupants, pets, storage, extra vehicles, etc., can only be changed through the community office (Lot 75). The community office must be notified in writing of any above mentioned changes prior to occupancy.

4. **Delinquent Rent:** If rent payment is not received seven (7) days after the due date, a NOTICE OF DELINQUENCY, NOTICE TO QUIT, or DEMAND FOR POSSESSION will be sent to tenant. Specific guidelines will accompany the legal notice. These guidelines will specifically instruct tenant on the procedure which must be followed. Delinquent rent not paid in full by the last day indicated on the above- described document shall cause legal action to be instituted by community management.

SECURITY DEPOSITS:

A security deposit is required of residents prior to mobile home being placed on site or ownership transfer. The security deposit will be returned when the resident vacates and gives proper notification, all rents are paid current, and the home site is vacated in good and undamaged condition in accordance with management requirements including any existing state or public acts, laws or ordinances. Tenant must notify the community office of a forwarding address within four (4) days of terminating tenancy. Security deposits are not transferable.

LEASE:

Tenancy may be on a month-to-month basis or by a lease. State law requires that the community offer a one (1) year written lease. If the lease is declined by tenant, a written statement of refusal must be signed stating that a written lease was offered and declined.

SET UP:

The setup of mobile homes must conform to all federal, state, and local laws. Set up must be by a licensed installer/dealer or service company or otherwise qualified through the State of Michigan to insure a high quality of workmanship. Setup must be inspected and approved by community management, which will not be unreasonable withheld. Wheels and tires must be removed; however, axels, hubs and springs must be left on single wide mobile homes at all times. The home shall be lowered to a suitable level prescribed by management, local or state code and tied down with a device that meets local and state requirements. Set up includes a cross-over garden hose outlet on the patio side of home. Hitches and tongues must be removed prior to occupancy and stored under home.

SKIRTING:

The mobile home must be skirted within thirty (30) days of occupancy by a licensed and insured company. Skirting material must be approved by management. Approved skirting is vinyl or simulated stone or brick, and that which is compatible in color and material to the home and is manufactured by a

bona fide skirting manufacturer. NO flammable materials shall be allowed for skirting or bracing. Skirting shall be kept in good repair and appearance at all times. Skirting must fit securely to home and not have any gaps that would allow rodents to enter.

STEPS, PORCHES AND DECKS:

- **Steps:** Standard entry steps must be either treated or composite decking material and built to meet all building codes and obtain all permits. Detailed drawings and material list must be approved by management.
- **Porches:** Porches must have handrails on all exposed sides.
- **Decks:** All decks must be of treated, planked type, or other product approved by management. Planked decks must be stained (NO PAINTING OF DECKS ALLOWED). Steps must be of a material consistent with the deck's construction, with a rail on at least one side of the steps. The deck must either be skirted or have lattice attached to the ground so that rodents cannot enter. The resident must submit complete drawings and specifications to management of any deck or porch to be erected on a home site. Approval by management is required prior to performing any construction. Construction of deck must be performed by a licensed contractor. Residents must obtain proper building permits, copy of contractor's license and insurance to be submitted with site plan and given to management prior to beginning construction. Any deviations from these specifications will cause an order for removal by management.

STORAGE SHEDS:

Storage sheds are recommended and shall be either the vinyl manufactured kit form or be constructed by a licensed contractor. A site plan, size, type of shed (manufactured or constructed) and complete material list must be provided to community management and approved by community management before prospective shed is placed on home site. The shed must be portable and must be to the rear of the home site. All storage sheds shall be compatible with the home in material and color and must be properly anchored. Any damage caused by storage sheds will be the sole responsibility of the home owner. Only one shed per home site is allowed. All sheds must have management approval and must comply with local, county, and state codes.

IMPROVEMENTS:

Residents must contact community management with a detailed letter and print showing a site plan of proposed project to include; measurements in height, width and location on the site where the proposed improvement will be along with a complete materials list showing type of materials to be used. Resident must obtain

proper township and county building permits and community manager's written approval before any improvement can be started. Any violations to this rule will result in removing improvement that has not been properly approved in writing at the tenant's expense.

FENCING:

Ornamental fencing may be constructed in front of lot and must have a minimum four (4) foot opening. No fencing of any kind is allowed unless approved by community management. All fencing must also comply with local ordinances.

SATELLITE DISHES:

Satellite dishes no greater than 39" in diameter are allowed to be installed on home site. Must have management approval for location. It is the tenants responsibility to secure all cables so it is aesthetically pleasing so that it uniform throughout the community.

MEDICAL MARIJUANA:

No tenant shall be permitted to grow or cultivate marihuana or any kind, including, but not limited to medical marihuana anywhere within the community, including on the lot. Furthermore, any use of medical marihuana shall be limited to the inside of the Tenant's mobile home with the windows, doors, and other access points closed. The use shall be in compliance with the Michigan Medical Marihuana Act and shall not be permitted if it has any impact on other residents.

HOME AND SITE MAINTENANCE:

Each resident must keep his/her site and home in a clean and neat appearance and free of any dangerous conditions including fire hazards. If a resident causes any damage to the home site including, but not limited to, paving, landscaping or utility systems, he/she will be held financially responsible for repairs. There is no storage permitted under or around homes or in screened rooms. All items must be stored inside the home or storage shed, except standard patio furniture and barbecue equipment in good condition, which may be left outside seasonally. ONLY COLLAPSIBLE OR UMBRELLA TYPE CLOTHESLINES ARE PERMITTED IN THE COMMUNITY AND SHALL BE INSTALLED AT THE REAR OF HOME SITE. NO HANGING OF CLOTHES OR ANY OTHER MATERIALS OUTDOORS, OTHER THAN ON COLLAPSIBLE CLOTHESLINES IS PERMITTED.

There is to be NO storage in rear of site or under home. NO storage of fire wood on site. NO flammable substances are to be stored under or around home.

EXTERIOR MAINTENANCE:

Resident must maintain the condition of the exterior of home and shed with respect to appearance, peeling and/or flaking paint or physical damage. Any home being painted must use a high gloss, exterior paint. Alteration to the exterior; re-siding, painting, etc., must be approved in writing by management with respect to general compatibility with the balance of the homes in the community. Every mobile home must also meet the construction standard to which it was built.

WINTERIZING HOMES:

All water line heat tapes must be operational when cold weather arrives and no later than November. The landlord is only responsible for sewage and water lines below the ground. It is the tenant's responsibility from the ground up. If there is any freezing and/or water damage resulting from neglecting this requirement, the repair will be at the expense of the resident. The landlord reserves the right to discontinue water service to the home in accordance with Michigan law should it be determined that the homeowner has been negligent in installing, maintaining, or operating heat tapes and/or rods. Seasonal tenants must disconnect water lines and winterize by October. Community management reserves the right to disconnect and winterize stand pipes and charge tenant accordingly after October 1.

HOME SITE NUMBERS:

All sites must have a lot number affixed in front of home before being approved for occupancy in the community. Site numbers must be visible from the street. Site numbers may be obtained from community management. Site numbers must be at least 5 inches high and must contrast with home.

LANDSCAPING AND MAINTENANCE:

All plans to landscape any space must be submitted to community management for written approval. Lawns, landscaping, trees and shrubs on site must be maintained by resident. Residents are to water and trim lawns, trees and shrubs in order to maintain a well-kept appearance. Lawns are to be cut and trimmed once a week and edged during the growing season. Lawns are to be fertilized by the resident with a chemical or organic fertilizer and weed killer each spring and fall. If wood chips, bark, rocks, etc., are used as a part of landscape, residents shall not permit such materials for ground cover to spread or otherwise disperse into the street, sidewalk or driveway. LAWNS NOT MAINTAINED by resident in accordance with defined covenants may be maintained by community management, who shall, in turn, submit a bill to resident for such services which shall become additional rent. Payment shall be due with the succeeding month's rental payment.

SITE REPAIRS:

All expenditures involved in repair and maintenance of home site shall be the sole responsibility of resident. If resident does not maintain the home site as per these covenants and addenda, the landlord may bill the resident for services. Said bill shall be deemed as additional rent and shall be due and payable in full when the next month's rent is due and agrees to pay the bill when due.

PERMANENT PROPERTY:

All shrubs, trees, plants and other items permanently installed by resident shall become and remain the property of the community when resident vacates the community.

SNOW REMOVAL:

Resident shall be responsible for snow removal on all paved areas of the home site and sidewalk, if any, in front of home. Salt should not be used on any paved areas. Chemical ice solvents are permitted provided they are of the type that does not damage, deteriorate or discolor the concrete paving or lawn. During any snow event, all vehicles must park in either one of the designated visitor parking lots so that snow removal equipment can plow the streets. Any violators will be towed at the vehicle owner's expense and the street will be plowed. In the event that a street cannot be plowed due to vehicles that have not been moved, there will be a fee assessed to tenant for the snow removal company to return and plow the street at a later time. Fees are posted in the community office.

GARBAGE AND TRASH:

A garbage dumpster is provided whereby all residents will be required to deposit refuse. Refuse must be secured in tied plastic bags and be placed in the dumpster, NOT THE SURROUNDING AREA OF THE DUMPSTER. Trash must be stored either in the home or shed in a covered garbage container until deposited into the dumpster. Any other items such as: TREE LIMBS, APPLIANCES, COUCHES, ETC., WILL NEED TO BE REMOVED FROM THE PREMISES AT THE EXPENSE OF RESIDENT. DUMPSTERS MAY NOT BE USED FOR LARGE TRASH ITEMS!

UTILITIES:

Residents shall be responsible for repairs to utilities which includes electric service from the circuit breaker at the electrical pedestal to the home; from the sewer clean-out to the home; from the water riser/ shut-off or water meter to the home; and from the gas shut-off valve to the home site. Residents should not dispose of sanitary items or disposable diapers by flushing them down the toilet. Residents

will be held financially responsible for cleaning a blockage caused by a violation of this provision.

VEHICLES:

Motor vehicles must be parked in spaces provided or in designated parking areas within the community. Parking is provided only for passenger vehicles in good operating condition and appearance with proper licensing. There will be only one vehicle, per licensed tenant, allowed per home site, with a maximum of two vehicles per lot if both tenants are licensed drivers. If your vehicle will not fit into the area adjacent to your home, you must utilize the areas designated for visitor parking. No more than two axles per vehicle will be permitted and they must be registered to resident. No vehicle with a load capacity in excess of one ton shall be kept stored or parked within the community, except when making normal deliveries.

No motor vehicle maintenance is allowed in the community other than changing a flat tire. The changing of oil of any motor vehicle shall be not permitted to be performed within the community. Vehicles that are leaking oil must be removed and repaired immediately. Tenants are responsible for any damages to the asphalt or cement and will be charged for repairs or clean-up. Unlicensed, inoperable, or illegally parked vehicles are not permitted in the community. SUCH VEHICLE(S) MAY BE SUBJECT TO REMOVAL BY COMMUNITY MANAGEMENT AT VEHICLE OWNER'S EXPENSE.

TRAFFIC AND VEHICLE REGULATIONS:

All traffic regulations will be observed and obeyed throughout the community. A five mph speed limit is strictly enforced. Violators will be issued citations and three violations shall lead to the revoking of driving privileges in the community or eviction from the community in addition to any penalties provided by law enforcement. Residents are responsible for their guest's actions.

PARKING AREA:

One car may be parked in front of home site. All other vehicles must park in the visitor parking area.

GOLF CARTS/ATVS:

Golf carts/ATVs must have proper headlights and tail lights. All traffic regulations will be observed and obeyed throughout the community when operating these vehicles. Operators of these vehicles must adhere to all traffic rules and will obey the posted speed limit and will follow the stated flow and direction of traffic

throughout the community. Violators will be issued written notices and three violations shall lead to the revoking of operating and or maintaining these vehicles in the community in addition to any penalty provided by law enforcement. Residents are responsible for their guest's actions. The community does not warrant, insure, or protect against any damages to personal property stored on premises. Residents assume all responsibility when operating these vehicles against any damage or injury resulting from use of said vehicle.

PERSONAL WATERCRAFT:

Residents who own or operate personal watercraft and wish to store them on community beach must first obtain approval, supply proof of licensing and insurance, and must also follow all state and local rules and regulations for personal watercraft usage. The community does not warrant, insure, or protect against any damages to personal property stored on premises. Residents assume all responsibility when storing and/or operating personal watercraft against any damage or injury resulting from use of said watercraft.

PETS:

No pets are allowed without the written approval of management. Further, only a dog or cat is allowed by management. No farm class animals are allowed. Pets are limited to one per home site. Maximum height of dogs when fully grown cannot exceed 18 inches at the highest part of the back. An additional fee will be charged monthly for a pet. The pet must be licensed and immunized in accordance with state and local laws. Pets are not to run 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 pet owner is responsible for eliminating excessive barking which creates a nuisance for other residents. Animals are not allowed in picnic area, playground or beach. Pet litter is to be removed *daily* from home site and owner is responsible for picking up pet litter wherever owner is walking the pet. No shelter or dog house of any kind may be constructed or placed on home site. Damage to home site caused by pets shall be immediately repaired by resident.

COMPLAINTS:

All complaints must be in writing and signed by resident making complaint. The complaint shall be provided to the community manager.

SOLICITING/PEDDLING:

No soliciting or peddling by private or commercial enterprise without the written approval of management.

BEACH, PLAYGROUND AND PICNIC AREAS:

Residents and their guests may use recreational facilities, beach, or swim at their own risk. The community does not have a lifeguard on duty. Also there are not to be:

- ✓ Beach fires;
- ✓ Glass containers on beach; or
- ✓ Animals on beach or in playground area.

The beach and picnic area **MUST BE CLEANED UP** after each use. A storage container is provided on the beach to store chairs/umbrellas when not in use. Any chairs/umbrellas left out on the beach and not stored in container provided will be picked up and discarded. The community is not liable for lost, stolen, damaged, or destroyed personal property. If upkeep is left undone, privileges for these areas will be revoked. **PLEASE PUT PICNIC TABLES AND BENCHES BACK WHERE THEY WERE FOUND.**

CHILDREN:

No children are to be left unattended on premises or home site. All children under the age of twelve must be in their home each night when the community lights come on unless accompanied by an adult. Children must play in their own yards or on the playground. Children under twelve years of age must be accompanied by an adult on the playground. All children must have an adult with them on the beach.