COMMUNITY GUIDELINES

Swan Creek

MANUFACTURED HOUSING COMMUNITY

February 2006

These Guidelines are designed to enhance the living environment within this community. Specifically, these rules:

- Promote the convenience, safety and welfare of our residents.
- Promote the appearance and efficient operation of the community.
- Protect and preserve the community.
- Provide for a fair distribution of services and facilities.
- Are reasonable and not retaliatory or discriminatory in nature.
- Are explicit.
- Will be enforced for the benefit of all residents.

Should any rule be in conflict with the lease, the lease shall govern.

GENERAL

Telephone Numbers:	Community Management Office	734-483-0600
	Community Sales Office	734-529-7203
	After Hours Emergency Number	737-337-9495
	Fire Department	734-483-4224 or 911
	Police Department	734-971-8400 or 911

1. LEASES, APPLICATIONS & OCCUPANCY

Management approval of prospective residents is required prior to any move-in. Each applicant must:

- Complete a rental application and pay an application processing fee.
- Be approved for occupancy by the management office.
- Sign a lease and pay a security deposit, where applicable.
- Permit only authorized residents (persons approved by the management office) to reside in the home.
- Advise management of any changes to the information contained in the application.

Each Resident agrees:

- To provide management with evidence of home ownership, including subsequent changes to any loan agreement(s).
- That the home must remain owner occupied (rental of homes is not permitted).
- To provide management with a 30 day written notice of intent to vacate. The 30 day notice must be received by management prior to the first of the month and must include the following:
 - a. Date, name, daytime phone number, current address
 - b. Residents forwarding address
 - c. Name and phone number of new buyers

2. RENTS, LATE FEES & NSF's

<u>Rent Payments</u> - Monthly lot rent payments, including water / sewer charges and applicable state and local taxes which management is compelled to collect for each manufactured home in the community are due on the 1st day of the month, and should be made payable to, "**Hometown America.**" Payments are to be received at the on-site management office with your lot number on your payment. All payments should be by either check or certified funds. The Community Administrator is not authorized to accept cash. Payments can be hand delivered or mailed, please allow proper time for postal delivery.

<u>Late Fees</u> - A **\$25.00** late fee will be charged for lot rent payments <u>not received at the management</u> <u>office</u> by end of business day on the 5th day of the month when due. An additional **\$25.00** late fee will be charged on payments not received at the management office by end of business day on the 15th day of the month when due. Payments made after the 10th of the month must be in the form of certified funds.

<u>NSF's</u> - A **\$30.00** fee, plus retroactive late fees, will be charged for all returned or NSF checks. Replacement payments must be with certified funds. Thereafter, management reserves the right to have all future payments made in certified funds.

3. OCCUPANCY LIMITS

<u>Number of Residents</u> - The number of residents shall not exceed two (2) persons per bedroom (based on original design of home). Any person residing within a home for more than thirty (30) days in a twelve month period will be considered a permanent occupant and must be registered with the management office and may be subject to a background check.

<u>Vacancy</u> - Unless otherwise approved by management, homes shall not remain vacant for more than 90 days. During periods of vacancy, site rent remains due, and all guidelines and lease provisions remain in effect.

4. RESIDENT CONDUCT

Responsibility - Residents and guests shall conduct themselves in a fashion that ensures every resident's comfort, peace of mind and quiet enjoyment of this community. Residents and guests shall comply with federal and state laws, city ordinances and these Community Guidelines. This includes compliance with any state or local curfew regulations.

<u>Noise</u> - Noise or unruly behavior that disrupts other resident's quiet enjoyment of this community is prohibited, and will not be tolerated. Such disturbances include, but are not limited to, loud stereo, TV, radio, vehicle noise and domestic disputes. This policy is always in effect.

General Conduct:

- Residents are responsible for their own conduct, as well as that of their guests. (Including children)
- Loitering is not permitted within the community.
- Residents and their guests shall not enter, or pass through any other lot without the express permission of that homeowner. This includes areas such as vacant lots and sales display areas.
- Soliciting is not permitted within the community. With prior management approval distribution of materials for religious, political or similar non-profit purposes is permitted between the hours of 9:00 AM and 5:00 PM.
- Residents are expected to resolve conflicts they may have with other residents. Should this be unsuccessful, management will intervene. Management will request that the complaining resident present their complaint in writing (a sample Resident Request Form is attached to these rules as Exhibit B).
- Discharging firearms (including BB guns, paint ball guns and air guns) is absolutely prohibited at all times
- Discharging of fireworks, including sparklers, is absolutely prohibited at all times.
- Any damages, acts of vandalism, or other related concerns, caused by the resident and/or guest of a
 resident, shall be at the expense of the resident and may be just cause for termination of the lease.

5. SITE MAINTENANCE

For the benefit of the entire community, every site shall be maintained in an attractive, neat, clean and orderly fashion at all times. The following is required of all residents.

- Sites shall be maintained litter free at all times.
- Patios should only have lawn furniture and cooking grills on them. All other items are to be kept in your storage shed.
- Lawn (grass) areas shall be:
 - Edged as needed to prevent grass from overgrowing sidewalks, curbs and drives.
 - Watered so as to maintain in a lush green appearance (care should be taken to not over water).
 - All hose connections should have washers installed in them to prevent wasting of water.
 - Maintained in a weed free condition including driveway and walkway.
 - Leaf bags are not to be used as insulation around base of homes.
 - Cleared of all leaves and debris prior to the winter season.
- Should areas of dead or dying grass develop (black dirt should be used as a base) seed or sod should be applied.
- Trees and shrubs shall be pruned annually in the fall with the clippings properly disposed of by the resident. The same with leaves and grass clippings.
- Miscellaneous property shall not be kept or stored outside of your home or storage shed (i.e., boxes, tires, tools, lawn maintenance equipment, bags/containers, toys, lumber and related materials, miscellaneous junk and other such personal property). Outdoor patio furnishings are permitted on deck and patio areas.
- At all times a (4) foot pathway between homes must be maintained. This includes placement of trees, shrubs and lawn furniture.
- Lawn ornamentation should be kept to a minimum. Management reserves the right to ask for the removal of excess or unsightly items.
- Christmas decorations should be removed no later than February 28th following Christmas.
- Drives and walkways shall be kept free of ice and snow. This includes snow plowed at the end of driveway by the snowplow (such snow should not be shoveled into the street).
- Snow fences, windbreaks and similar structures are not permitted.
- Small quantities of cut firewood are permitted if neatly stacked 2' wide x 4' long x 4' high behind the home, and off the ground (one) foot.
- Homes and sheds are to be washed and painted accordingly.
- Sites shall be maintained so as to ensure that water does not enter, or accumulate under, the area below the home. This includes maintaining all fill and grass areas around base perimeter of home.
- Residents shall take the necessary steps to ensure a rodent (and wild animal) free home and lot.
- Flower gardens are encouraged. Vegetable gardens are not permitted.
- Clothes lines are not permitted.
- Open fires are not permitted. (No fire pits.)
- Only portable basketball hoops are permitted and must be set on the patio/driveway, not in the street or on vacant sites. When not in use portable basketball hoops must be lowered and stored so they are not visible from the street.
- Hockey nets are permitted but must be set on the patio/driveway, not in the street or on vacant sites. When not in use they must be stored so they are not visible from the street.
- Skateboards are permitted in designated areas. Skateboard ramps and rails are not permitted.
- Only covered sandboxes are permitted. Sandbox must not exceed 4' x 4' may only be placed on patio/driveway.
- Swing sets, if approved in writing by management, must be treated wood or molded plastic no metal swing sets are permitted.
- No trampolines of any kind are permitted.
- Only small wading pools (maximum size 6 feet wide x 12 inches deep) are permitted on patio/driveway. Pool must be emptied when not in use and stored nightly. No large pools or filtered pools are permitted.
- No permanent gazebo structures are permitted without management approval. Portable canopies are only allowed on decks and patios if securely fastened.

- No tents screened or camping type are allowed
- Signs, which are visible to the public, are prohibited within the community. A sign advertising a home
 "For Sale" may, however, be placed in the window of the home (on the home if there is no window
 street-side). Such signs should be no more than 18 inches by 24 inches in size. Limit two (2) per
 home.
- Up to two (2) political signs are permitted per home site and are governed by the city/township guidelines as far as when and how long they can be displayed. Check with your community office for details
- Storage of any recyclable articles must be kept in covered containers, out of view from the street.
- No posting of signs on community boulevards, traffic signs, or mail boxes.

6. HOMES, STORAGE SHEDS, DECKS, & PATIOS

Resident shall obtain a Construction Request form from management and receive written approval prior to installing or removing any home, shed, deck, patio or other structure on a site. City approval will be required and presented to the community manager prior to installing or removing any home, shed, deck, patio or other structure on a site. Following installation, all such structures shall be properly and routinely maintained (including exterior painting) and kept in a neat, clean and orderly fashion. Structures sustaining damages shall be repaired within 60 days.

<u>Homes</u> - Installation and removal of homes is permitted only by moving contractors currently licensed by the State. Appropriate installation permits shall be obtained from the community management, building inspector, or other city official, and are the responsibility of the homeowner and moving contractor. Management shall supervise the installation and removal of all homes, and shall be given a minimum of 48 hours notice prior to such an action. Additional requirements include:

- Homes must be installed on the lot or removed from the lot during regular business hours of 9:00 AM
 5:00 PM Monday to Friday.
- Homes must comply with all state and local building codes and regulations.
- Skirting must be installed within 30 days of move-in, and must be a good quality, manufactured skirting. A door giving access to the water & sewer connections is required. The skirting color must match the home.
- Steps must be a good quality, manufactured product, and meet code requirements. (No concrete blocks)
- Homes must be leveled, blocked and anchored per manufacturer's recommendations and State guidelines. Homes should be periodically re-leveled as needed. Adequate height during blocking must be high enough so maintenance can access all utilities, i.e. water and sewer connections.
- State approved tie-downs must be installed.
- Hitches should be removed and stored under the home. If hitch is not removable than the hitch must be covered with approved skirting material.
- No antenna shall extend more than 4' above the roof line of the home. This includes, but is not limited to, television, CB and HAM radio antennas.
- Satellite dishes, no greater then 1 meter in diameter, may be installed in accordance with the FCC regulations. However, prior to installation the Homeowner is required to get written approval from the community manager, as to the location of the dish on the home or site. Management will not be unreasonably restrictive with the location of the dish. It is preferred that the satellite dish be places in an inconspicuous location not visible from the street.
- Plumbing leaks, such as leaky faucets and running toilets should be repaired as soon as detected.
- A minimum of one outside water faucet is required.
- Window air conditioners may not be held up with vertical support mechanisms.
- Window winterization kits should be installed on the <u>inside</u> of the home. Not permitted, is rolled insulation, any type of foam insulation or wood.
- Street address numbers should be clearly visible from the street. Numbers should be at least 3" high, installed approximately 6' to 8' above ground and be a contrasting reflective color.
- Window coverings (drapes, blinds and shades) shall be a neutral color, and designed for such use
 and must be kept in good condition at all times. At no time should sheets, towels, flags or any other
 materials not specifically designed as a window treatment be used.

No wooden walkways.

<u>Storage Sheds</u> - Only standard manufactured storage buildings (sheds) are permitted. Each shed must be properly anchored per manufacturer's guidelines. The color should match the color of the home, or be an approved neutral color. Sheds may be a maximum of **12' x 12'** but under no conditions shall the shed exceed the size of a concrete slab. To provide electrical service to a shed, resident shall have a licensed electrical contractor install an approved underground power line. Exterior electrical cords are prohibited. The shed door(s) must remain closed when not in use. Only one storage shed is permitted per site.

Detailed drawings and complete specifications must be provided to Management for approval prior to construction.

<u>Decks & Patios</u> - All such structures shall be built with standard decking materials, and be constructed in a professional manner. Construction design should be visually pleasing, and match the home. Railings must meet building code specifications and open (solid walls/railings are not permitted).

Detailed drawings and complete specifications must be provided to Community management for approval prior to construction.

Fences - Fences may not be installed around or upon the home site.

7. IMPROVEMENTS & ALTERATIONS

Residents shall not make exterior improvements or alterations to their home (or site) without the express written permission of management by way of a Construction Request Form, whether by themselves or by licensed contractor. Resident shall obtain necessary permits from the city, or municipality, and provide copies to management along with the contractor's license that is doing the work if resident has hired one. All projects shall be completed by licensed contractors within 30 days. Examples of improvements and alterations which require management's approval include, but are not limited to:

- Painting, or otherwise changing, the exterior surfaces of a home or storage shed.
- Installation of, or modification to, improvements such as decks, patios, carports, driveways, fences, and storage sheds.
- Landscaping projects (including removal of trees and shrubs), and any other activities which require digging.

Homes must be in compliance with community guidelines prior to re-sale.

8. VEHICLES

Residents and guests shall observe the following guidelines and restrictions (violations may result in vehicles being towed at owner's expense).

- Posted traffic signs shall be observed at all times.
- All vehicles must be currently licensed, operable and the exterior condition or appearance must, in Management's sole discretion, look respectable and appropriate to the community. Vehicles which are not operable or which do not have an acceptable appearance will be towed at Resident's expense with one (1) 24 hour notice. Management is not responsible for any damages which may result from the towing of the vehicle.
- Fire hydrants are available in the community; vehicular parking on internal roads is prohibited within 15 feet of a fire hydrant.
- Vehicles are limited to two (2) per home.
- Only resident owned vehicles are permitted to remain in the community.
- Vehicles may be parked only on individual driveways and streets (unless prohibited by street signage). All wheels must be on the paved surfaces. Vacant lots may not be used.

- No recreational vehicle of any type may be parked on the resident's site. (i.e. boats, campers, snowmobiles, ATV'S etc.).
- Vehicle repairs & maintenance, including oil changes, are prohibited within the community. (Under no circumstances dumped into the sewer drains.)
- Oil and other vehicle fluids shall not be allowed to drip on drives or other Community surfaces.
- Commercial trucks, boats, trailers, campers, RV's, snowmobiles, ATV's, etc., are prohibited. Management may designate special parking areas, if available.
- Vehicles such as snowmobiles, ATV's, go-carts, mini-bikes and motorized/battery operated scooters may not be operated within the community.
- Refer to the "SERVICES" section of these rules for guidelines relating to the moving of vehicles during a snowfall.
- Residents shall register all vehicles regularly kept in the community. Information to include: Make, model, year, color & license plate number. If applicable community stickers must be displayed if required by your community.
- Vehicles may not be covered with tarps or car covers at any time.

9. UTILITIES

<u>Sanitary Sewer</u> - The resident is responsible for having the home connected to the sewer line, as well as the subsequent maintenance of that connection. This connection must conform to State code. Garbage, coffee grounds, disposable diapers, rags, sanitary napkins, oil or other such items that may clog the lines shall not be permitted to enter the sewer system. The resident is responsible for sewer line repairs that occur above ground or any repair needed caused by the above mentioned items.

<u>Water, Gas & Electric Lines</u> - The resident is responsible for having the home connected to the water, gas and electric lines, as well as the subsequent maintenance of those connections. All connections must conform to State codes. The resident is responsible for repairs to these lines that occur above ground and repairs required underground due to digging without management approval. Electrical upgrades to 100 amp service are the responsibility of the resident if current service is not adequate.

Heat Tapes, Insulation & Water Risers - The resident shall insulate and add heat tapes to all water lines that are exposed to freezing temperatures (including the water supply shutoff valve). This also includes the water riser, which should be insulated and have heat tapes installed to a level at least two (2) feet below ground level. The water riser hole (crock) should have extra insulation, must remain free of water and must be covered, unless positioned under the home and protected by skirting. If your site has a Thermoline riser, then the heat rod must be checked and plugged in. These resident requirements must be checked every fall season (tapes deteriorate, and require frequent replacement). All repairs to meter and risers caused by resident's faulty heat tape or lack of maintenance, or frozen pipes will be charged to resident.

<u>Utility Expenses</u> - The community pays for water & sewer services through city government and submeter residents for personal use. If community is sub-metered personal water and sewer usage will be provided on monthly statements mailed to the resident and are considered additional rent and are subject to rental account payment rules. A sub-metered community billing example: Usage which occurs in January is read in February and you are billed for January's usage in March. Therefore when a resident moves out there is still water and sewer usage that will be billed.

Site # 1-294 Your water and sewer service is provided by the Township of Ypsilanti. Your current rates are \$7.47 Readiness to Serve Charge for the first 300 cubic feet of water used. There is an additional \$1.52 per CCF for water and \$1.68 per CCF for sewer for usage over 300 cubic feet (or 3 units). There is a billing cost of \$1.17/month, YCUA Surcharges for water of \$0.25 and \$0.30 for sewer/month, \$0.52 capital charge and an OM&R monthly charge of \$8.18 on each monthly bill.

Your meters read in 100 cubic feet, so you calculate your bill as follows: Example: 800 cubic feet used or 8 units

Readiness to Serve Charge for first 3 units

7.00	Balance of 8 units $- 3$ units $= 5$ units $\times 1.52$ for water usage $=$	\$
7.60	Billing cost	\$
1.17	YCUA water surcharge	\$
0.25	YCUA sewer surcharge	\$
0.30	Capital Charge	\$
0.52		
8.40	Balance of 8 units – 3 units = 5 units X \$1.68 for sewer usage =	\$
<u>8.18</u>	OM&R TOTAL WATER BILLED	<u>\$</u> \$
33.89		

After initial meter placement the community is responsible for new heat tape around newly installed meter for 1 year. Meters are electronically read each month. A manual reading may be necessary if meter is tampered with or malfunctions. Any disputes about billing need to be accompanied by a statement from licensed plumber stating no problems present in your home to cause over usage.

Residents are urged to conserve water by checking and repairing leaky toilets, sinks and other water lines on a regular basis. Do not leave outside spigot running unattended and obey all local ordinances regarding water bans should they apply to the community.

<u>Utility Expenses</u> - The community shall pay for trash. The resident shall pay for water, sewer, gas, electric, telephone and cable services.

10. SERVICES

<u>Refuse Removal</u> - All refuse shall be kept in vermin proof plastic garbage containers. Containers (and recycling bins, if used), shall be placed at the curbside the night before pickup, and returned to a location out of view from the street following pick-up.

For larger items (such as furniture and appliances), residents should contact the hauler to arrange for a special pick-up. This additional service will be billed directly to the resident. No items shall remain outside, except on the day of pick-up.

If dumpsters are provided by the community, residents may dispose of their trash at any time during the week at the dumpster location within the community. Dumpsters may be available for large items (e.g. furniture) and yard waste. Check with your community manager for clarification and direction on this service.

<u>Snow Removal</u> - Streets will be plowed following snow falls of 2" or more. Any vehicles parked in such a way as to interfere with snow plowing may be towed at owner's expense.

Refer to the "SITE MAINTENANCE" section for the snow removal responsibilities of the resident.

11. RECREATION & COMMUNITY FACILITIES

Such facilities, if any, are provided for the benefit of all residents and their guests. Rules & regulations, if appropriate, shall be posted at each facility.

12. EMERGENCY SHELTER

Shelters for severe weather conditions, including tornadoes, ARE NOT AVAILABLE IN THIS COMMUNITY. During severe weather, residents and all other occupants and guests are responsible for taking their own safety precautions.

13. PETS

Pets are permitted within the community; however they must be specifically approved of in writing by management. Such approval is provided using the "House Pet Agreement", a sample of which is attached to these rules as Exhibit A (a modified House Pet Agreement will be required for any pet that may be permitted into the community).

Pets that die, or are otherwise removed from the community, may not be replaced without the resident first obtaining a new House Pet agreement from management. The new pet must conform to all current house pet rules.

14. COMMERCIAL ACTIVITIES

Commercial activities within the community are prohibited unless specifically approved of in writing by management.

15. RIGHTS & DUTIES RESERVED

Every effort will be made by Management to ensure that the guidelines, procedures and standards established by the Community Guidelines are enforced and that the quiet enjoyment and comfort of all Resident's is not disturbed. Ignorance of the contents of the Community Guidelines will not be an accepted excuse of non-compliance. Failure by the management to enforce any provision of these Community Guidelines does not mean that the management has waived or given away that right.

16. ON-SITE RESALE OF HOME

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of the title to the manufactured home. To ensure that the purchaser(s) of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased site, the following criteria must be met:

RESALE INSPECTION: The exterior physical appearance and condition of the manufactured homes and leased site must be in good condition (windows, exterior siding, sheds, lawns, etc.) Therefore, prior to listing the home for sale, you are required to have management inspect the exterior of your home and leased site to ensure that they are in compliance with the current community standards regardless of the condition of the home when initially purchased by Resident. The fee for the inspection is \$30.00 which must be paid prior to the inspection. The inspection is valid for one (1) year and, if your home is not sold within that period, a supplemental inspection is required. All items that need repair or correction must be completed, weather permitting, prior to management's final authorization of resale.

17. RIGHT OF ENTRY

Management shall reserve the right to enter onto the home site to inspect, repair or make alterations or additions to the premises or the utilities situated on the leased site, or for the purpose of protecting the community. Management may enter onto the home site at all reasonable times, but not in such a manner or at such a time as to interfere unreasonably with the resident's quiet enjoyment. Management shall have no right to enter a manufactured home, unless the Resident's prior written consent has been

obtained or, if such written consent not obtained, to prevent imminent danger to the occupant(s) of the home, their pet or other residents of the community or to the property of the community.

18. THE MANUFACTURED BUYER'S AND RESIDENT'S HANDBOOK

A manufactured home Buyer's and Resident's Handbook shall be provided by communities to prospective residents at the time an application for residency is signed. Additional copies of the handbook can be accessed from http://www.michigan.gov/documents/cis_bcc_handbook_39073_7.pdf

19. DAMAGES & CHARGE BACKS

Resident's shall be held responsible for any expenses which result from their actions, or the actions or their guests.

20. REVISIONS

Management reserves the right to add, delete, or modify these guidelines at any time with a 30 day written notice.

HOUSE PET AGREEMENT

Swan Creek

MANUFACTURED HOUSING COMMUNITY

Date: House Cat	_ Type of	House Pet (Circle one): House	Dog
Breed:	_ Color:	Sex:	
Whelp Date:	Call		Name:
Attach color picture of pet to off a subsequent picture may be re		nt (if house pet is less than 6 mont	ths old,
It is required to provide manage	ment with copy of animal	license or license number.	
Resident shall:			
Ensure that house pet does not in residents (such disturbances include)			ımunity
 Keep the house pet inside the resileash, but otherwise are not permitt site.) 			
• Ensure that house pet does not dam	nage community property	(including sod).	
 Curb the house pet at the perimeter house pet, and properly dispose of a 		dent shall immediately clean-up a	fter the
♦ Comply with city ordinances (includi	ng, but not limited to, lice	nses and shots).	
 Be responsible for all actions of the any kind in the community, toward a community permanently. Failure to or 	an individual or another a	animal, will have to be removed fr	
Violations will result in the revocation community.	of this agreement and	the removal of the house pet fro	om the
Subject to State of Michigan guidelines pet fee, and to make reasonable chan billed monthly.			
The management limits the number of h be executed for each house pet. Non-a			nt shall
I have read, understand and agree to ab	oide by the provisions of t	his agreement.	
Resident(s):(Printed Name(Address s)	s:	
Resident:		Lot	No.:

(Signature(s)

Community Administrator Signature:	 	

RESIDENT REQUEST FORM

Swan Creek

MANUFACTURED HOUSING COMMUNITY

Date of request:	Print	your	name:
Description of problem (include times	s, dates and names):		
Actions taken by resident(s):			
Actions taken by resident(s).			
Actions requested of management:			
Name of resident(s):	(Signature required)		
Address:			
Home #:	Work #		

ACKNOWLEDGMENT OF COMMUNITY GUIDELINES Swan Creek

MANUFACTURED HOUSING COMMUNITY

RESIDENT(S), BY EXECUTING THIS AGREEMENT, ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT (COMMUNITY GUIDELINES & LEASE), AND THAT THEY HAVE READ THEM AND UNDERSTAND THEM TO THE BEST OF THEIR ABILITY AND ARE WILLING TO ABIDE BY THESE GUIDELINES AND LEASE AGREEMENT.

IN WITNESS WHEREOF, the pa	rties have signed this agreement and agree to abide by its contents.
Management Signature	Resident Signature(s)
Hamataura Amarica III C	
Hometown America, LLC	Resident Name(s) Printed
Date	Resident Lot No. & Address