

**GUN LAKE**  
**MOBILE HOME COMMUNITY**  
11985 Marsh Rd, Shelbyville, MI 49344

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**Community Rules & Regulations**

1. Monthly Lot Rent due on the 1<sup>st</sup> day of each month. The Tenant agrees to pay a late charge of \$25.00 if the monthly rent is not paid by the 5<sup>th</sup> calendar day of each month. No refund of rent or security deposit will be given for mid-month move outs. The tenant must give at least one month's written notice prior to termination of tenancy. All tenants will be offered the option of a minimum one-year lease or a month-to-month rental lease. Each tenant will be requested to sign a written statement if a lease is not accepted. A tenant's refusal of a lease is not construed as a waiver of any rights guaranteed by law.
2. Tenants will be charged a \$50.00 fee for all checks returned due to non-sufficient funds or account closed.
3. A security deposit equal to one month's lot rent is due and payable upon application approval. This money is to be held to satisfy any claim for the damage of the property or any litter left at the time of move-out, or for any damage or loss sustained as a result of a breach or default by the tenant.
4. Management reserves the right to increase lot rents. Tenants shall receive one month written advance notice of all proposed rent increases.
5. Since your home site is rented to you as an individual, it is considered a single-family dwelling. NO more than one family is allowed at each mobile home site. A single family consists of 2 adults and any/all minor children that those adults may have. Violations of this rule will be an automatic eviction by all parties involved. Transferring or subletting to another party is NOT allowed by any tenant in this Mobile Home Community.
6. For the benefit of the other Tenants, the following activities are **specifically prohibited** in the community:
  - A. Loud parties or disturbances. Quiet hours are from 10:00pm thru 7:00am.
  - B. Speeding vehicles. Enforced 10M.P.H. speed limit. Reckless, careless or hot rod drivers will be arrested and/or evicted/banned from Park property.
  - C. Automobile, boat, trailer or vehicle repairs.
  - D. Loud mufflers and or loud music.
  - E. Burning of any kind.
  - F. Nuisances of any kind.
  - G. Air rifles, B-B guns, fireworks, sling shots, shooting of any kind.
  - H. Drunkenness and immoral or illegal activities and /or conduct.
  - I. Disabled vehicles; non-licensed vehicles. This includes vehicles with flat tires.

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- J. Peddling, soliciting, canvassing, distributing literature by any religious group or any other form of commercial enterprise is not allowed.
- K. Removal of any plants or shrubs from a lot or manufactured home site is prohibited without getting permission from the park manger first.
- L. NO RV's, boats, trailers or one-ton or larger vehicles with dual-wheels.
- M. Parents are responsible for their children at all times. If there is a problem or incident involving your child, you will be responsible for all repairs/damages caused by your child. There is a 10:00p.m. (9:00p.m. during school hours) curfew for all children under the age of 19 years old in the Park.
- N. Snowmobiles, ATV, or non-licensed motorbikes are not permitted on Park Property. This includes mopeds, go-carts, mini-bikes and scooters.
- O. Trampolines are NOT permitted in the park at any time.

**Violations of any of the prohibited activities will result in an automatic eviction from this mobile home community.**

7. Your New or Used Manufactured Home

- A. All manufactured homes will be skirted with an approved material within thirty (30) days of moving into the community.
- B. All manufactured homes will be anchored, and all anchoring will be approved by the management within thirty (30) days of move in.
- C. Manufactured Home Requirements:
  - 1. Manufactured homes will be no more than five (5) years old.
  - 2. Manufactured homes must be a minimum of 14 x 56 feet.
  - 3. Manufactured homes must be neat and attractive in appearance.
  - 4. Owners are responsible for the maintenance of the yard on their lot. All yards must be neat and attractively maintained at all times. Management reserves the right to mow yards and impose a charge of \$45.00 for mowing against Tenants to be added to the next lot rent payment.
  - 5. All water lines are to be wrapped with an electric heat tape.

8. Hookups

Each Tenant is responsible for water, sewer, gas and electrical installation upon his lot and will be charged for the expense of replacing or servicing same utilities due to neglect or improper use on the part of the Tenant. The Tenant will make his own application for all utilities, such as telephone, gas, electric, water and pay all statements rendered by said companies.

9. By October 1<sup>st</sup> each year, each home must have a heat tape in working order installed around the water service pipe. The tape must go into the water line hole to ground level. Inspections will be made in November and periodically thereafter. Any damages incurred by the tenant from not complying with this rule are the sole responsibility of that tenant.

10. Automobiles are to be parked only in assigned parking areas. **NO PARKING ON THE GRASS ALLOWED AT ANY TIME.** No trucks one-ton or larger with dual wheels are permitted. The driver of any truck or car assumes full responsibility in

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event of any accident, injury, or damage to any person, child and personal property or improvements. Any oil leaking from vehicles must be repaired promptly.

11. **NO** new fencing will be allowed around homes in the park. Management reserves the right to remove any existing fencing at the tenant's expense. Some split rail or other type of decorative fence may be allowed with Managements expressed written approval only.
12. The home site will be kept free from fire hazards, including combustible materials stored under the home. Storage outside the home must be in a storage shed approved by Management. Vehicle parking within 10 feet of any fire hydrant is prohibited. All Mobile Homes must be equipped with both a working fire extinguisher; with a minimal #2A-10-B-C rating and approved by an independent testing laboratory, and one smoke detector; approved by a nationally recognized independent testing laboratory. This is a STATE LAW requirement under Act No.133 of the Public Acts of 1974.
13. Management reserves the rights to evict, with notice, any person or persons who become objectionable, create a disturbance, threaten management or tenants or become a nuisance. The management and utility companies reserve the right to hold in the park any and all homes when rent or utility bills are unpaid.
14. Pets – All pets must be registered with the Corporate Management and a copy of all shot records and license MUST be provided at the time of registration. For the safety of the Tenants, all Tenants who do not have pets, must indicate this in writing by placing the word “NONE” on the pet registration form where it asks for “1. type of animal and breed” and by crossing off the area of the form that indicates details about the pet. This form must be signed whether you have a pet or not. Falsifying any information on the form is a violation of the rule. There is a \$10.00 fee per pet per month added to a tenants rent if they wish to have a pet. **THERE IS A 2 PET LIMIT PER HOME SITE.** Your home site is to be kept clean of animal waste. **NO OUTDOOR PETS ARE PERMITTED IN THIS MOBILE HOME COMMUNITY AT ANY TIME.** For the purpose of setting the standard for this particular private property, **any and all pets in excess of 25 lbs and or 16 inches in height is considered an OUTDOOR pet.** A Tenant that currently has an OUTDOOR pet will be required to remove the pet from the Park OR as an alternative the Tenant can vacate the Park by serving Management with a 30 day notice. Pets are only allowed outside to be walked and for no other reason and must be on a leash and attended at all times by someone who is 18 years of age or older. Under no circumstance shall pets be left on a leash outside of home. Tenants are required to clean up immediately after their pets. **ANY VIOLATION OF THE ABOVE PET RULES WILL CAUSE THE TENANT TO BE SERVED WITH A 30-DAY EVICTION NOTICE.**
15. All Tenants must be registered at the park office and sign the Lease/Rental Agreement and Park Rules and Regulations form. All Tenants shall register the make and license number of all vehicles operated by them and/or by members of their household. There is a **2** vehicle limit per household per lot. Tenants are responsible and liable for the conduct of their guests while in the manufactured home community. It is the responsibility of the Tenant who executes the lease to see that

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all members of his household, his guests, and other parties under his control comply with these park rules.

16. VIOLATION OF ANY PARK RULES OR REGULATIONS CAN AND WILL RESULT IN THE ARREST OF TENANT OR GUEST BREAKING THE RULE AND THE EVICTION AND EJECTMENT OF THE TENANT FROM THE PARK.
17. While the Management and owners of your community will exert great effort to assure the safety of the Tenants and the property, they are NOT responsible for losses due to fire, theft or accident. You the Tenant are hereby notified that you assume the risk in such matters.
18. Park management is not responsible for any damages which may be caused due to acts of God and/or other matters which result from matters over which park management has no control, or which result from acts or omissions by other parties or Tenants of the park.
19. The City of Shelbyville provides a severe weather warning system. Neither the park nor the City provides designated shelters for severe weather. During severe weather, Tenants and all other non-Tenants in the community are responsible for taking their own safety precautions.
20. GUN LAKE Mobile Home Community will be entitled to recover from the tenant all expenses incurred by it in enforcing its rights under this agreement (including attorneys fees), all without relief to tenant of any appraisal and valuation laws; and the tenant shall hold Park Management harmless from any and all liability threatened or sustained (including all attorneys fees and other costs of defense) because of any exercise of owner's rights under this agreement.
21. Tenants are responsible for maintaining their home and lot in an attractive manner at all times. Management will inspect the Park on a weekly basis to ensure that grass is cut and trimmed and that lot is free of trash, debris, pet mess, etc. Management will give tenant a 24 to 48 hour notice if grass needs to be cut, trimmed, cleaned, etc. If tenant fails to adhere to Managements notice, Management will correct the violation themselves and charge said tenant \$45.00 for each occurrence/violation. If tenant has more than 3 violations of this rule in a 12-month period, tenant will be evicted from the park.
22. Mobile home sites are non-transferable. Homeowners may resell their home on its site within the community so long as the home meets community specifications. If the home does not meet these specifications, it must be brought in conformance before the final closing on the home. Tenants selling their homes on site must have their home inspected by the community management before selling. A fee of \$35.00 is charged for this inspection. Management **will not** transfer the home site to your buyer without a Resale Authorization approval. Before finalizing the sale of your home, after receiving a Resale Authorization approval, your purchaser must apply for the home site and be accepted by Management, pay all applicable fees and deposits, and provide proof of ownership. Resale inspection requirements include: the Home

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interior/exterior, all adjacent structures (which must be in good condition), and repair - including but not limited to:

- a. All appliances must be in good operating condition and free of damage.
- b. All electrical duplexes and fixtures must be in good operating condition and free from damage.
- c. All plumbing and plumbing fixtures must be in good operating condition and free from damage. All plumbing meet applicable codes.
- d. The heating system must be in good operating condition and free from damage.
- e. The flooring, linoleum, tile, and carpeting must be free of holes, tears, fraying, patches, and chips.
- f. All walls and ceilings shall be securely attached to the home and free of holes, cracks, separations, or other damage.
- g. The roof must be maintained in a manner so that it is leak proof.
- h. The exterior metal sheeting and fixtures on the home and skirting must be securely attached to the home and free of rust.
- i. All doors, windows, and screens must be in good operating condition and free of cracks and holes.
- j. The home must be washed, waxed, free of dust and free of marks of discoloring.
- k. The yard and all landscaping accessories must be in good repair, and there shall be no areas of grass that are bare.
- l. The home shall have tie downs, fire extinguisher (minimum rating: #2A-10-B-C and smoke detectors, which are approved by a nationally recognized, independent testing laboratory.
- m. If the home does NOT meet the above criteria, the home must be removed within 24 hours of being sold.
- n. NO commercial activity or mobile homes being used for illegal or immoral purposes will be allowed.

23. Tenant (s) hereby agrees to indemnify and hold harmless Management and/or owner from and on account of any damage or injury by fire, theft or accident to any person(s), or the furniture, equipment, records, goods, wares, mobile home or merchandise of any person(s) arising from the failure of Tenant to keep the mobile home and his/her lot in good condition as herein provided, or arising from the occupant of adjoining or contiguous mobile homes. Tenant agrees to pay for all damages or injuries to Management or other Tenants, their guests and families thereof caused by the Tenant or his/her guests whether by negligence or misuse of the mobile home community property or its facilities.

24. Management reserves the right to impose other rules and regulations it deems advisable or necessary toward making GUN LAKE Mobile Home Community a better place to live. Each tenant will receive a copy of any/all new or amended rules and regulations at least 30 days before the effective date.

25. These rules and regulations supersede any previously published.

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26. A handbook captioned "Mobile Home Buyers and Tenants" is available to all tenants from the Manufactured Housing Division of the State of Michigan.
27. No ground fires are allowed.
28. Furniture or any other items such as lawn mowers, power equipment, children's toys, may not be stored under carports or awnings or on the side or back of home. All personal property items a tenant wishes to keep must be kept in an approved storage shed.
29. Hunting or hunting type activities are NOT allowed, including but not limited to handling dead animals, hanging deer, or having dead animals or dead animal body parts outside of your home.

Ways to contact the Corporate Management office:

GUN LAKE MHP  
13933 PLUMBROOK RD  
STERLING HEIGHTS, MI 48312  
1-586-978-3700  
Monday thru Friday 9:00am to 5:00pm  
[manager@mygunlake.com](mailto:manager@mygunlake.com)

Signature page to follow

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# COMMUNITY RULES AGREEMENT

PLEASE INITIAL IN THE SPACES PROVIDED

I/we hereby acknowledge receipt of the GUN LAKE MHP LLC Rules and Regulations and agree:

\_\_\_\_\_ To indemnify and hold harmless Management or community owner(s) of all liability claims which are not attributable to Management's neglect for damage, fire, theft, injury, accidents or death of or to any Tenant(s) living in their home or their guest(s) while on the homeowner's home site or using community grounds, streets, sidewalks, parking areas, equipment, clubhouse or other community-owned facilities. Injuries or accidents, which occur on the GUN LAKE MHC common grounds or their facilities, shall be immediately reported to Management and followed up, in writing, within seven (7) days occurrence.

\_\_\_\_\_ To the terms and conditions set forth in the rules and regulations booklet, or as may be amended by Management from time to time.

\_\_\_\_\_ It is further understood and agreed that any infractions on my/our part of these rules and regulations or any interference with the rights of Management or other Tenants for which I/we have received written reminder or violation notices from Management, shall be construed as failure on my/our part to perform the responsibilities of my/our tenancy and shall be considered just cause for Management to initiate legal proceedings for eviction. I/we understand my/our tenancy may be terminated within thirty (30) days or less, by written notice, if a hazard, if so provided by law. All statutory provisions to the contrary are hereby waived.

\_\_\_\_\_ I/we also understand that if the monthly rental payment of is not received by the Corporate Office by the 5<sup>th</sup> calendar day of each month a \$25.00 late charge will be added. I/we understand that I/we will be charged \$50.00 for each check returned for non-sufficient funds or accounts closed.

Signed, sealed and delivered this \_\_\_\_\_ day of **August, 2010**

Witnessed By:

Tenant(s):

X: \_\_\_\_\_  
Derald Purdum (Community Manager)

X: \_\_\_\_\_  
Kevin Ediger

X: \_\_\_\_\_  
Doreena Ediger

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