

Rules and Regulations Pertaining to Residency At Rosebush & Barron Lake Estates Mobile Home Park: June 2014

The Rosebush & Barron Lake Estates Mobile Home Park is Private Property. Smith Residential, LLC is the private owner and the following rules and regulations are based on what is required by law and additionally to protect life, privacy and the value of this property. Smith Residential, LLC reserves the right to add to, delete, or modify these Rules and Regulations or any portion thereof, in order to maintain or improve the living conditions for its Residents and the Property's value. Violation of any rules contained herein may result in eviction.

Registration

The State of Michigan requires that all Mobile Home Community Residents be registered with the Park Office. Lot Rents are based upon the number of occupants at each Site (Base Rate = 2 adults, 2 children, 2 motor vehicles) and the Lease identifies those people who are permitted to reside there. Prior to any increase or change in the people residing at a Home Site, the Registered Resident(s) must obtain Management's prior written approval. The registered Resident must submit an Application for Tenancy (a Background Check is required) for any proposed new tenant. Any guests who stay more than three (3) days within any thirty-day (30) period must be registered with the Park Office prior to stay. No persons other than the registered tenants may reside in any mobile home. No persons may rent out or sublet their home. Tenancy is not transferable. Persons moving into the community without written approval from Management are considered trespassing and subject to prosecution.

Resident Acceptance and Occupancy Requirements

The following are required of ALL prospective tenants in order to obtain Approval to live in the Barron Lake and Rosebush Estates Community:

1. Resident application form must be filled out completely and include ALL prospective tenants.
2. A valid Driver's License or State issued picture identification along with a valid Social Security Number or Proof of Legal United States Residence must be presented along with the Application.
3. Application process requires a comprehensive background check and credit check of all prospective residents over the age of 18 years.
4. There is a non-refundable Thirty (\$30.00) Dollar Fee per household for background and credit checks of all prospective site residents. This Fee is non-refundable. Checks are made out to Smith Residential, LLC.
5. References for present/past landlord and current employer with name, address and phone number are required.
6. Park Management must interview all prospective applicants, in person, and reserves the right to accept or reject any application for residency at their discretion.
7. Park Management has the right to reject any application for residency due to false or misleading statements on the rental application.
8. SECURITY DEPOSIT: A \$300.00 deposit must be made by each new homeowner-resident as a security against damage, late payment, service charges, or fines due under the terms of the rental agreement and rules herein. Security Deposit will not be returned in the place of a last month's rent payment.
9. All required charges must be paid prior to moving into the park.
10. Prior to moving into an existing home purchased within the Park, proof of Mobile Home Ownership is required (a Copy of Title must be provided to the Resident Manager).
11. Requirements of the Mobile Home Park and/or local governing ordinances and Michigan laws concerning the placement and setting up of a home, must be met before the home is occupied (see "Home Requirements" below for additional requirements)
12. New Resident/Mobile Home Owner shall be responsible for any damage to park property incurred by themselves or their agents in moving into the Park or when bringing a new home into or out of the park property.
13. Each person is required to have a mobile home comprehensive form insurance policy insuring their mobile home against loss or damage and including liability coverage for personal injuries.
14. No tenant may sublet the lot or his/her mobile home, take in boarders or permit anyone other than persons listed on the rental application and authorized to live on the premises without the express written permission from the Resident Manager. Rights to occupy are not transferable.
15. No home situated on a site in this Community shall be used for dwelling purposes by more than the immediate, registered, family unit. Residents must also register every guest at the office that will be staying over 3 days stating the date they will be start visiting and the date they are leaving

16. No commercial enterprises or businesses shall be conducted in the park without prior written approval from the Resident Manager. Advertising materials may not be distributed or posted within the park without written approval of Management.
17. Management reserves the right to communicate with residents through distribution of written materials (example: Community Guideline Violation Form) to the homes of residents. Soliciting, delivering of handbills or peddling is permitted only with the written approval of Management.
18. Easement: at all times during the term of a tenants residency, the Owner and Management shall have the right including its agents or employees, to enter the rented site for the purpose of examining and inspecting the home site and determining whether the Resident has complied with their obligations hereunder and with respect to the care and maintenance of the site. The Owner and Management shall have an easement over all properties for the purpose of moving homes throughout the Community and to maintain and protect said properties.
19. A 30 day notice of intent to move from the Park is required prior to vacating, selling or moving a home.
20. Abandonment of Home: By signing the "Receipt & Acknowledgement of Rules and Regulations Pertaining to Residency" agreement, Tenant agrees that moving out of a home without giving 30 written notice and providing a forwarding address, the vacated home will be considered abandoned. The tenant relinquishes all rights and claims to the home and gives Smith Residential, LLC immediate ownership and all rights to the home.

Lot Rent Payment Terms

1. Lot rental payments are due on the FIRST (1st) DAY of every month. A Thirty Five Dollar (\$35.00) late fee will be assessed if Full Payment is not received by 5:00 PM on the Fifth (5th) Day of each month. Two Dollars (\$2.00) per day will be added to this late fee each additional day after the 5th until complete payment is received. If your lot rent is paid ON or BEFORE the 1st, a \$10 discount will be applied.
2. Standard Lot Rent is based on 2 adults (over 18 years) and 2 children (under 18 years) occupying the home and 2 registered motor vehicles. Add \$20 per month for each additional adult; \$10 per month for each additional child; and, \$20 per month for any additional motor vehicles.
3. Only money orders, cashier's checks or pre-approved personal checks will be accepted for payment of rent. Cash and second party checks will NOT be accepted.
4. In the event that the resident fails to pay rent or additional charges or assessed fees Management may terminate the residency upon seven (7) days written notice and the proper legal agencies will then collect monies due. Three Seven Day Late Payment Notices may result in Termination of a Resident's Tenancy.

Selling of Homes, Moving of Homes and Security Deposit Refunds

Selling of a Home:

1. Requests to sell a home must be made to the Resident Manager two (2) weeks in advance and any prospective new owner must be considered for approval.
2. Residents must obtain written approval from the Resident Manager, which authorizes the home to remain in the community. When a home is to be sold, the Owner and Management reserve the right to judge whether the home, for any reason, may remain in the Community after time of sale. Therefore, Residents selling homes cannot guarantee prospective buyers the right to live in the community - Tenancy is NOT Transferable (See "Registration" and "Resident Acceptance and Occupancy" above for additional requirements).
3. If the Buyer does not qualify for residency in Rosebush & Barron Lake Mobile Home Park, the home will have to be removed from the premises by the buyer immediately after the time of sale.
4. Personal Property taxes must be paid per State Law and a copy of Title Transfer Permit must also be submitted to the Resident Managers office. Any unpaid monies due to Rosebush & Barron Lake Estates Mobile Home Parks from Seller must be paid prior to approval of Sale.
5. As long as rent payments remain current and the rules herein are observed, Owner and Management will not deny a Resident the ability to sell their home in the Community. Tenant must provide 30 day notice of intent to move and must provide a forwarding address. Because our Community is in a process of upgrading, if the home does not, for any reason, meet Community requirements as determined by the Owner and Management, the home must be removed from the premises at the time of sale. The decision of Owner and Management in this regard is binding.

Moving of Homes: Manufactured home units will be allowed to move out of the Community as necessary under the following conditions:

1. Residents must give the Resident Manager a Thirty (30) day written notice prior to their home being moved.
2. When moving a home: the resident or moving company must supply management with a Certificate of Insurance to include a minimum of Five Hundred Thousand Dollars (\$500,000) liability prior to the beginning of any work.
3. An appointment must be made with the Resident Manager, to schedule the disconnection of all utilities.
4. All rents, late charges, and any other Community fees, must be paid up to date prior to move.
5. Forwarding address and phone number must be left with the Resident Manager.
6. All bushes, lawns, plants, and trees must be left in good condition.
7. All sidewalks, curbs, driveways, and pads are left in good usable condition. (No oil stains, paint, large cracks, etc., due to the moving of the home.)
8. All water mains, "red heads", sewer lines, etc., are in good working condition.
9. Management will inspect the site after the home is moved and notify the individual of any damage and cost to repair, allowing three (3) days to correct the damage.
10. Upon vacating a home site, the resident or his/her agent will be responsible for removing all trash, cinderblock, steps, furniture and the like. The entire space must be left neat and clean. If Park Management or contract personnel are required to clean the site, those expenses will be taken from the security deposit.

Security Deposit Return Requirements:

1. A 30 day notice of intent to move from the Park is required prior to vacating, selling or moving a home.
2. Security Deposit will not be returned in the place of a last month's rent payment.
3. A written security deposit refund request with forwarding address must be turned in to Resident Manager and MUST be accompanied by Resident's original Security Deposit Receipt.
4. Upon vacating a home site, the resident or his/her agent will be responsible for removing all trash, cinderblock, steps, furniture and the like. The entire space must be left neat and clean. If Park Management or contract personnel are required to clean the site, those expenses will be taken from the security deposit.
5. Abandonment of Home: By signing the "Receipt & Acknowledgement of Rules and Regulations Pertaining to Residency" agreement, Tenant agrees that moving out of a home without giving 30 written notice and providing a forwarding address, the vacated home will be considered abandoned. The tenant relinquishes all rights and claims to the home and gives Smith Residential, LLC immediate ownership and all rights to the home.

Resident, Resident Child, and Resident Guest Conduct

NOTICE: If Park Management is required to come to your home to address or correct any of the issues below a written violation will be issued and a \$35.00 administrative fee will be assessed.

1. Music, noise or parties that can be heard at any time outside of your home and disturbs the peace and tranquility of the other residents is not allowed and will not be tolerated (this is to include: guests, loud cars, loud music or loud behavior).
2. Residents are financially and otherwise responsible for damage to person, peace or property of others caused by themselves, their children, or their guests (to include guest's loud cars, loud music or loud behavior).
3. Residents are responsible for the conduct and actions of their own children and their guest's children – this is to include destruction of property by children (example throwing balls or rocks at other homes) also digging the crushed cement in the driveways and throwing rocks in the streets is prohibited and will result in a written violation and \$35.00 fee.
4. Children are to be supervised by their parents and children under the age of 5 years old must be accompanied by a parent when playing outside. If it is necessary for the Management to address any children's behavior or actions in violation of the Park Rules, an Administrative fee of \$ 35.00 will be assessed to the parent or current adult guardian.
5. Repeated misconduct of a child may be cause for Termination of Tenancy and Eviction of the entire family.

6. Children may not play in the septic fields or streets. Children must play within their own yards and all children under the age of 5 years old must be accompanied by a parent or adult guardian (over 18 years) when playing outside.
7. CURFEW: There is a 9:00PM Curfew for children under 18 years of age – this curfew is strictly enforced.
8. Residents shall at all times respect the rights of other residents and refrain from public intoxication, profane and abusive language and like misconduct. No resident will engage in physical acts, which could endanger another person.
9. Gambling, the use of firearms, weapons, bow and arrow, slingshots and any unlawful or illegal acts of any kind shall be strictly prohibited within the Parks.
10. Entering upon another resident's rented home/Lot space is prohibited unless the owner of the home grants permission. Park Owner, Maintenance Staff and Resident Managers may enter this space for any inspections, repair or maintenance work. Further, Owner and Management, at its sole discretion, shall have an easement over all properties for the purpose of moving homes throughout the Community and to maintain and protect said properties. Children are not to enter on or run through other tenants lots without prior permission and appropriate supervision.
11. Fireworks are prohibited on the Park Property and all the areas around the Park.
11. No acts or misdemeanors shall be committed by residents, which would place the Management or Owner of these premises in violation of any law or ordinance of township, city, county or state.
12. No acts or misdemeanors shall be committed by residents, which would harm the reputation or financial standing of the Management or Owner of these premises or another resident. Management and Owner are sole judge of the existence or determination of such acts of violation.
13. Health rules and regulation, established by the State, Township Health Department, or Management, must be rigidly observed. The tenant will pay all fines assessed by the State Health Department for violations caused by a tenant.
14. Owner and Management, at its sole discretion, reserves the right to require the occupants of a rented Lot to vacate within a one-month period if their conduct is deemed detrimental or incompatible with the interest and/or welfare of the park and its residents.

Exterior Painting & Lot Site Enhancements Require Written Management Approval

All painting or other work done to the exterior of the home or site MUST have written approval from the Resident Manager. If work is done on the home, or site, without prior written approval, Management will require that the "improvement" be removed or remedied within five (5) days or Management will remove it at the owner's expense.

Resident's Home Requirements

To maintain the appearance of our Community, any construction of or installation of a storage shed, deck, awning or other structure on a rented Lot, must receive prior written approval by Park Management.

1. Manufactured homes, decks and sheds shall be attractively maintained by resident and comply with all applicable Laws, ordinances and regulations of the State, County, City, Township and Community, as from time to time amended.
2. At least once a month, the Resident must inspect the exterior of the home and make repairs as needed to siding, skirting, screen doors, windows, roofs, steps and sheds. Notice of violations will be distributed if Management notes violations.
3. Once a year it is the responsibility of the Resident to wash (and paint or roof coat if required) the exterior of the home, deck or shed. This should be completed prior to the July 4th of each year.
4. There is no storage permitted around and/or outside of any mobile home. The only exception will be patio furniture (table and chairs), and grills. These items must be neat in appearance and kept in good repair at all times. Every tenant must keep his or her lot and mobile home in a clean and neat appearing condition. All personal property and effects to include: toys, yard and maintenance equipment, recreational equipment, building materials, or tires not in immediate use must be stored in the resident's home or an approved storage shed.
5. Because each lot contains underground wiring, gas lines, water and sewer mains – residents are prohibited from installing any pegs, posts, shrubbery, trees, plants, bushes, clothesline poles, or anything else below the surface of the ground, without written permission from the Resident Manager, which may be obtained by a written letter of request from the resident to make such installation, accompanied by an agreement to hold the owners, management, or any of their employees, safe and harmless from personal injury or property damage, caused by the resident in the process of installation of any of the above.
6. Swimming pools of any size and playground equipment (swing sets, basketball hoops, etc.) are not allowed on individual lots. Also no throwing of objects or balls that may damage another resident's home is allowed in the Parks.

7. Trampolines are not allowed. Trampolines create severe risk of serious injury and are strictly prohibited.
8. Fireworks are prohibited on the Park Property and all the areas around the Park.
9. Before any construction of any type is permitted on a rental lot, or added to any mobile home, the resident must submit a written request for approval, accompanied by a drawing, to the Resident Manager and must then obtain written permission from the Resident Manager and/or Owner to proceed.
10. No Add-On Enclosures are allowed. No shingled roof or covering allowed to be built over porches. No tarps or plastic sheeting allowed on homes, windows, doors, porches or for any other use outside the home (example: no tarps over storage items, wood piles, vehicles, etc.)
11. Electric, gas and telephone lines are available at each home site. Residents will make their own application for service and will pay all bills rendered by the utility companies.
12. Electric & Gas hook up to any home is the sole responsibility of the occupying tenant.
13. Residents are responsible for keeping the entire curb area, in front of the home and site, clean and weed free.
14. Anyone littering the Park, streets or their own Lot (including leaving out trash or piles of material) will be given a Violation and receive an Administrative Fee of \$35.
15. Residents having two or more major appliances shall be required to install an additional breaker box with separate circuits. All the electrical work shall be performed by licensed electrician at the owner's expense.
16. Factory skirting is required. Skirting must be in good repair and completely enclose the space beneath the home.
17. It is agreed that the Resident will furnish working smoke detectors and fire extinguishers in their home.
18. Each mobile home site shall be numbered at all times and that number should be easily readable from the street servicing the site.
19. It is the resident's responsibility for any and all materials and workmanship regarding connections, winterizing and/or frost proofing of utility services. In the event Management is required to perform emergency services due to insufficient or improper in connection here with, the individual resident will be assessed a fee based on the done.
20. Heat tape should be checked and plugged in by October of each year.
21. Homes, sheds, decks, mailboxes, etc. may not be painted without prior written approval. Earth-tone colors are preferred and the Owner and Management reserve the right to deny any color deemed at their discretion to be loud, conspicuous or unattractive.
22. Window and central air conditioning will be permitted. Central air conditioners may be installed under or next to the home. Window air conditioners must be installed on door side or the back of home. Supports for these units must be made of decorative chain or ornamental iron shelf supports and should always be neat in appearance. Such supports must be approved by Management prior to installation. Unfinished wooden supports will not be allowed
23. Within Thirty (30) days of installation all homes must be skirted. The skirting must be installed in a professional and attractive fashion and approved, in writing, by management prior to installation.
24. Factory skirting is required. Skirting must be in good repair and completely enclose the space beneath the home. Aluminum or vinyl skirting is mandatory and must provide for ready access to under home utility repairs and inspections. No wood, or horizontal skirting is allowed.
25. Porch steps must be either aluminum, pressure treated lumber, cement or fiberglass and must include hand railing for safety. The underside of all decks must be completely enclosed when items are stored underneath. Enclosures must be made of treated wood, (non treated wood must be painted) or factory skirting that matches home skirting.
26. Only Factory built patio awnings may be installed. Approved design and materials (which meet local standards) only.
27. Homes must be tied down per State Law. Tie downs and blocking must comply with State, County, City, Township, Community and other Governmental ordinances.
28. All homes brought into the park must have working smoke detectors and fire extinguishers. Any condition constituting a fire hazard shall not be tolerated and the judgment of Management as to what constitutes a fire hazard shall be conclusive.
29. Electric & Gas hook up to any home is the sole responsibility of the occupying tenant.
30. A water cutoff must be supplied at the ground level connection.
31. Home Sewer Connections must be a "T" connection at the ground level when tying into the Park sewer.

Storage Sheds

1. A storage shed may be purchased and erected on the site after a Site Enhancement Form is filled out and returned to the Resident Manager. Written approval by Resident Manager is required before placing any shed.
2. Storage Sheds must be placed at the rear of the mobile home – unless otherwise directed by the Resident Manager. Except when in use, the storage-shed door must be kept closed at all times. Sheds must be properly anchored and secured.
3. All sheds must be constructed of wood or metal and with approved siding that is the same material and color as home.
4. Resident Manager must approve shed size and type the maximum size allowed is One Hundred (100) square feet (where appropriate space is available).
5. Shed Roof peak no higher than house roof.
6. No water or electric may be installed at the shed. If any shed has to be moved for any repair, from the manufactured home site, it will be at the owner's expense. Only One (1) storage shed is permitted.
7. All sheds must be on a concrete slab or pressure treated wood and bolted down.
8. The Resident must make sure that the storage shed is kept in good order and if rusting or rotting occurs, it must be repaired, painted, resided or replaced as necessary.
9. The storage shed is to be used to store garbage containers, tools, lawn mowers, patio furniture, bicycles, toys, and other such properties.
10. No storage of any kind outside the home or shed. The only exception will be patio furniture (table and chairs), and grills. These items must be neat in appearance and kept in good repair at all times.
11. Discarded tires are a health & safety concern and mosquito breeding area. Tires left outside will be removed and the resident owner billed a minimum disposal fee of Fifteen Dollars (\$15.00) for each tire removed.

Lawn Care & Maintenance

It is the responsibility of the Residents to make sure that the lawn is properly maintained. Failure to perform these measures will result in the Management having to contract to have the work done and the Resident immediately upon presentation of the bill will pay all costs. It is also the Residents responsibility to provide the following:

1. The resident must rake leaves, maintain lawns and landscaping on their own rented lot. Lawns may not be dug up, disturbed in any way or have gardens planted without written permission from the Resident Manager.
2. Lawns are to be cut and weeds trimmed at least once a week (before Monday) during the growing season and under no circumstances will grass or weeds be permitted to exceed three and one half (3-1/2) inches in height. Lawns and weeds around the home, deck, shed, etc. that are not maintained in accordance with park rules will be mowed and/or weeds trimmed by the park and the resident will be assessed a Thirty Five Dollar (\$35.00) fee for this mowing and/or trimming service.
3. Tenants are responsible for removal (and proper disposal) of leaves and sticks on their lot (no leaves are to be put in the dumpster). Lawns that are not cleared of leaves and wooded debris will be cleaned by the Park and the resident will be assessed a Thirty Five Dollar (\$35.00) fee for this clean-up service.
4. Use of motorized lawn mowers is prohibited between the evening & morning hours of 8:30pm until 8:00am.
5. Keep lawn and perimeter of home, deck, shed, etc. free of weeds by using a commercial weed killer or trimmer as often as necessary for proper control.
6. All shrubs, trees, plants or cement work, installed and paid by the tenant with the written permission of the Resident Manager shall remain the property of the Park Owner and shall not be removed when the resident vacates the park.
7. No lawn sprinklers shall be left un-attended and sprinkling may be limited during dry seasons.
8. Re-seed lawn as necessary to assure a full stand of grass.
9. All landscaping, gardens, etc. once planted must be kept orderly and free of weeds.
10. Tenants shall be responsible for snow and ice removal on all paved areas of their lot, including any sidewalk or driveway a butting their lot.
11. Snow is never to be placed in the street. It must be kept on your site. Salt can be used on any of the aforementioned paved areas. Chemical ice solvents are permitted providing they are of the type that do not damage, deteriorate or discolor the concrete or paving.

Motorized Vehicles & Parking

NOTICE: If Park Management is required to come to your home to address or correct any of the issues below a written violation will be issued and a \$35.00 administrative fee will be assessed.

1. There are children living in the Park and we are all concerned for their safety. Mobile Vehicles within the park shall be operated in a safe manner and never driven in excess of ten (10) miles per hour (or driven off of the road to go around speed bumps). If Management has to address any speeding violations an Administrative fee of \$35.00 will be assessed to the Resident and payable with the following month's lot rent.
2. Each Site is allowed two (2) personal use motorized vehicles and these must be registered with the Resident Mangers office.
3. Motorized vehicles without current license plates, that are not registered with Park Management, or that are not in running condition are not allowed to remain in the community. Such vehicles will be identified to the resident by Management (Violation Issued) and towed after Three Days at the vehicle owner's sole expense.
4. Trucks, campers, dune buggies, monster trucks, motor homes, boats, travel trailers and other such vehicles are not allowed in the Community. The only exceptions are ¾ ton pick-up trucks, custom vans, sport utility, and other such vehicles when used in lieu of cars for personal, everyday use by the registered resident only. Said vehicles must not have recreational, snow removal equipment, or other such equipment attached while in the Rosebush and Barron Lake community.
5. At no time may a vehicle be parked on the sidewalk, lawn, on the street where prohibited or within Thirty (30) Feet of any stop sign. On street parking shall be restricted to designated areas for visitors only.
6. It shall be the responsibility of the tenant to clear streets of parked cars during snow removal operations or whenever requested by Park Management.
7. No Vehicle with RV plates or commercial/business plates is allowed.
8. No washing of cars in the Community at any time.
9. No motor or motorized vehicle shall be lubricated, repaired, adjusted or overhauled within the property lines of the park, other than changing of a tire or road aid service from a service station.
10. Any vehicle dripping oil or gasoline must be repaired immediately. Gasoline or oil damage will be repaired at the expense of the resident.
11. No motorbikes, off-road motorcycles, three-wheeled motorized vehicles, go-carts or snowmobiles shall be operated in the park under any circumstances.
12. Permanent parking of boats, campers, trailers, commercial vehicles, motor homes and other recreation vehicles is not permitted at the home site or in the street.

Utilities & Sewer

WARNING: Each Park is equipped with underground electric line of 12,000 volts, which can be highly dangerous.

1. No poles or stakes are to be driven into the ground because of underground utility lines. Meters or other equipment must not be tampered with. In case of trouble, notify the utility company or Resident Manager.
2. Tampering with or altering of park owned electrical and water connections is strictly forbidden.
3. Management reserves the right to remove any items including, but not limited to: sheds, trees and shrubs, located in or on a utility easement, without the obligation to repair or replace same or for damages incurred as a result of the removal. All Residents must call the local utility supplier and Management prior to digging. Residents are responsible for all damage to underground utilities.
4. Residents will not waste water and are responsible to report all internal and external leaks to Resident Manager immediately. Waste of water caused by gross negligence may result in a Ten Dollar (\$10.00) charge per day.
5. No Cooking Grease, coffee grounds, paper towels, disposable diapers, condoms, sanitary napkins and tampons, all forms of tobacco, chemicals, garbage, or anything else that will not dissolve must not be put into sink drain and/or toilets. Residents shall pay the expense of damage and repair of waste/sewer lines occasioned by plugging of these lines due to negligence. Cleaning of sewer lines or in severe conditions, digging and clearing lines caused by flushing foreign objects will result in a minimum clean up fee of One Hundred Dollars (\$100.00), up to a maximum charge Two Thousand Dollars (\$2000.00).
6. In case of trouble with exterior services, please contact the Resident Manager.

Health/Sanitation and Refuse

1. Rubbish, and all like material, is currently collected once a week. Management requires that each tenant dispose of his or her own rubbish, tightly bagged, in the large dumpsters. Nothing but household garbage, in bags, is to be put in the dumpster. All other or large items must be taken to the dump by the Resident.
2. Leaf and Lawn waste is not to be put in the dumpsters.
3. All garbage must be bagged and stored in insect, animal, rodent, watertight containers with secure lids.
4. Garbage containers must be kept out of sight either at the rear of your home or in a utility shed - NOT on the porch, deck or in sight of the road.
5. No Items are to be placed along side, outside or on top of the Dumpster – any violation will result in a \$50.00 dollar clean-up fee. Residents are also responsible for dumpster violations by their guests and the corresponding \$50.00 clean-up fee.
6. No large items are allowed in the dumpster (example: furniture, mattresses, carpeting, large wood, appliances, etc.) - any violation will result in a \$50.00 dollar clean-up fee.
7. Outside water faucet safety: Starting in 2016, the DEQ is requiring the use to backflow valves on all outside water faucets. If you have an outside faucet, this item will be supplied to you. If the backflow valve is not attached to your exterior water faucet, a fine of \$35 will be assessed.

Pets:

Barron Lake and Rosebush Estates is a “NO OUTDOOR PET COMMUNITY” - No Cats or Dogs are allowed outside unattended.

1. Only registered pets belonging to HOME OWNERS are allowed in the Park. A fee of Ten (\$10.00) dollars per dog and (\$10.00) per cat will be charged each month.
2. All pets must be licensed and must wear a rabies tag bearing the owners name and address at all time. Unlicensed pets will not be allowed to remain in the park and will be turned over to animal control.
3. Dogs and cats, when outside with their owner, must be kept on a leash at all times. Said leash must be short enough to restrict the pet from stepping onto any adjoining lot or common area. Dogs and Cats are not allowed to roam freely in the park at any time. If Management has to address such violations an Administrative fee of \$35.00 will be assessed to the Resident and payable with the following month's lot rent.
4. Noisy or unruly pets, or those that cause legitimate complaints, will not be allowed to remain in the park and will be turned over to animal control.
5. The fecal material from all pets must be cleaned up by the owner of the pet each day and be placed in owner's rubbish container. If Management has to address such violations an Administrative fee of \$35.00 will be assessed to the Resident.
6. Pets are not allowed in any community RENTAL HOME.
7. No resident shall allow, harbor or feed stray animals (especially stray cats!) or allow them live under their homes or decks (by leaving pieces of skirting loose so them may go under - all home skirting must be securely attached). Harboring or feeding stray animals will result in a violation and Thirty Five (\$35) Dollar Fee assessed. Repeat offenses may result in termination of Tenancy and Eviction from the Park.
8. No “Guest” Pets. No Tenant may allow visitors to bring animals into the park and no Tenant may “babysit” or temporarily house any animal/pet. Allowing any animal to “visit” in the Park will result in a violation and Thirty Five (\$35) Dollar Fee. Repeat offenses may result in termination of Tenancy and Eviction from the Park.

Clothes Lines & Fences

1. Only Umbrella Style clotheslines are permitted. Approved umbrella clotheslines must be kept in a closed position at night and when not in use during the daylight hours. Drying clothes from the sides of your deck is prohibited.
2. No fences of any type are allowed - this includes placement between the shed and the home.

Additional Fees

1. Lot Rent plus any additional fees assessed during the month are due on the First (1st) Day of each month. In the event that the Resident should fail to make their rent payment before 5PM on the Fifth (5th) day of any given month, they will be assessed a late charge of Thirty-Five Dollars (\$35.00) and an additional Two (\$2.00) Dollars per day, each day until paid in full. Late charges, non-sufficient funds (NSF) fees, extra vehicles, service charges, and Administrative Fees assessed for violations of Park Rules, etc... are all considered part of a Resident's Lot Rent and must be paid the month they are charged.
2. There will be a charge of Thirty Five Dollars (\$35.00) for any check that is returned for non-sufficient funds (NSF) or unpaid of any other reason.
3. Park Management: The Resident Manager has duties and responsibilities that are assigned by the Park Owner. It is important that all residents treat the Park Manager(s) in a courteous manner. In the event that obscenities or profanity is spoken to them at any time, or discourteous or threatening behavior is used toward Park Management a Thirty Five (\$35) Dollar Fee will be assessed. REPEAT OFFENSES WILL RESULT IN TERMINATION OF TENANCY AND EVICTION FROM THE PARK COMMUNITY.
4. Harboring or feeding stray animals or allowing visitors to bring animals into the park will result in a violation and Thirty Five (\$35) Dollar Fee. Repeat offenses may result in termination of Tenancy and Eviction.
5. Vehicles: Two (2) vehicles are allowed per site. A fee of Twenty Dollars (\$20.00) per month per vehicle will be charged for each vehicle over two (2).
6. Additional Residents: Base Lot Rent includes two (2) adults and two (2) Children per home. A fee of Twenty Dollars (\$20.00) will be charged each month for every additional adult and Ten Dollars (\$10) each month for every additional child (under 18 years of age).

The following fees may be charged to the Resident if Management has to arrange for services to be performed:

1. Your site is your responsibility. Residents must maintain their lawn and clear weeds from their own site. Lawns are to be cut, and weeds trimmed at least once a week (before Monday) during the growing season and under no circumstances will grass or weeds be permitted to exceed three and one half (3-1/2) inches in height. Lawns and weeds around the home, deck, shed, etc. that are not maintained in accordance with park rules will be mowed and/or weeds trimmed by the park and the resident will be assessed a Thirty Five Dollar (\$35.00) fee for this mowing and/or trimming service.
2. Raking of leaves and wooded debris after three (3) days notice – minimum charge Thirty Five Dollars (\$35.00), maximum charge Fifty Dollars (\$50.00).
3. Removal of large debris, such as sheds, wood piles, furniture, washers, refrigerators, etc...after five (5) days notice – minimum charge Thirty Five dollars (\$35.00), maximum charge Three Hundred dollars (\$300.00).
4. Repair and or painting of Home, Deck, or Shed after fifteen (15) days notice – minimum charge Fifty dollars (\$50.00), maximum charge Three Hundred Dollars (\$300.00).
5. Repair of skirting, steps, or home after fifteen (15) days notice – minimum charge Fifty Dollars (\$50.00), maximum charge Five Hundred dollars (\$500.00).
6. Cleaning of sewer lines or in severe conditions, digging and clearing lines caused by flushing foreign objects – minimum charge One Hundred (\$100) Dollars, maximum charge Two Thousand Dollars (\$2000.00).
7. Waste of water caused by gross negligence – charge Ten Dollars (\$10.00) per day.
8. All Car or Truck tires not properly stored will be removed and the resident owner will be billed a minimum disposal fee of Fifteen Dollars (\$15.00) for each tire.
9. The fecal material from all pets must be cleaned up by the owner of a pet each day and be placed in owner's rubbish container. Failure to do so may result in a Thirty Five (\$35.00) dollar fee.
10. Removal of stray animals due to resident feeding will result in a Thirty Five (\$35) Dollar Fee. Repeat offenses may result in termination of Tenancy and Eviction from the Park.

Protection of Park Residents

1. All Park and/or Neighbor related complaints must be made in writing and submitted to the Resident Manager or sent for confidential review by the Park Owner at: Smith Residential, LLC. PO Box 936, Union Lake, Michigan 48387
2. Smith Residential, LLC, and Appointed Resident Manager(s), Maintenance and contracted labor are not responsible for any damages of any kind, including but not limited to fire, theft, falling trees or tree limbs, water, explosion, collision, wind, etc. Our insurance does not cover your home.
3. Owner or Management is not liable and does not assume responsibility for any and all materials and workmanship to connections or winterizing or frost proofing of utility services.
4. Each resident is required to maintain property and liability insurance for him/her and their own property.
5. Smith Residential, LLC. and Management assume no responsibility for an occurrence on, or as a result of resident or resident guest conduct on the property.
6. In case of severe wind or a Tornado Advisory; residents should go to the local tornado shelter.

Neighbor Disputes / Complaints

Sometimes problems arise between neighbors. In the event of a dispute we ask that you first discuss with and try to resolve any problem with your neighbor (as would be required in any neighborhood). If you are unsuccessful in resolving the problem, please turn in only written complaints to the office (all complaints must be signed).

- If you have a noise complaint or see anything illegal in nature, please contact the local Police.

The Resident Manager

The Resident Manager has duties and responsibilities that are assigned by the Park Owner. It is important that all residents treat the Park Manager(s) in a courteous manner. In the event that obscenities or profanity is spoken to Park Management at any time and/or discourteous or threatening behavior is used toward Park Management a Thirty Five (\$35) Dollar Fee will be assessed. REPEAT OFFENSES WILL RESULT IN TERMINATION OF TENANCY AND EVICTION FROM THE PARK COMMUNITY. All Park or Neighbor related complaints must be made in writing and given to the Park Management or sent for confidential review by the Owner at: Smith Residential, LLC. PO Box 936, Union Lake, MI 38387

Equal Housing Opportunity

It is against the law for a person in a real estate transaction to discriminate against a person on the basis of religion, race, color, national origin, age, sex, marital or familial status. It is the policy of Smith Residential, LLC. and Park Management to strictly adhere to all such Laws.