

# RESIDENT RULES AND REGULATIONS



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## Preface

The following rules and regulations governing Clover Estates LC (hereafter occasionally referred to as the “park”) have been prepared in accordance with the law to provide all Residents with a written statement of our Park standards and procedures. As in all areas of society, certain basic standards of conduct are required to establish a level of freedom, privacy, safety, & comfort. In implementing this agreement, impartial application is paramount to an orderly and happy Park. The management of Clover Estates LC has been instructed to enforce these rules and regulations in a uniform manner. These guidelines are based equally upon your cooperation and the protection of your fundamental rights. We wish to ensure quiet enjoyment for all residents. Please read these rules and regulations carefully.

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## **Section I Management Approval and Registration**

### **Management approval**

All prospective Residents must complete a rental application form available at the Park office or on the website at [www.cloverestatesmhc.com](http://www.cloverestatesmhc.com). Management has the right to reject a prospective Resident for any reason not prohibited by law. If a prospective Resident provides false or misleading statements in the rental application, Management will not approve the residency. All residents are required to sign a lease contract for one year.

### **Owner of Record**

At least one Resident shall, at all times, be the owner of the Manufactured Home and the Resident's name shall appear on the Certificate of Title. All homes located in the Community must be titled by the State of Michigan and a copy of such title must be provided to the Management upon entering Clover Estates LLC. **No Resident may sublet his/her home or site.**

Should the primary Resident(s) move from the home, the home shall be unoccupied until the home is sold or moved from the Park. If the home is occupied after the primary Resident(s) vacate the home, Clover Estates LC will assume that the home is being rented or leased to the occupant. This situation shall be construed as a direct violation of these Rules and Regulations and will subject the occupants and/or the home to immediate eviction proceedings.

### **Resident Registration**

All Residents are required to register with Clover Estates LC. To ensure compliance with the Resident Rules & Regulations, it is hereby required that all Residents be registered with the Park office and that any and all changes in your home be reported to the Office, in writing, within five (5) days of any such change. This includes registering all Resident vehicles and any pets. No Resident may permit anyone other than the person(s) listed on the Lease Agreement to live on the premises without prior written approval from the Management.

### **Mobile Home Occupancy**

**Single wide home:** A maximum of two (2) adults and two (2) children are allowed permanent occupancy in any single wide home at the onset of tenancy. Any increase in the number of people must have Management approval. Exception: Two (2) adults and three (3) children may occupy a 16' X 80' single wide with three bedrooms.

**Roommate:** Single residents are allowed one (1) roommate. The roommate must be registered with the office. **Residents may not rent or sublease their home.**

All homes in the Park are for single family dwelling only.

## **Section II Your New Home**

### **Manufactured Home Installation**

For your safety and welfare, all manufactured homes entering Clover Estates LC must be installed in accordance with the rules and standards set forth in the rules promulgated by the Department of Commerce, Manufactured Home Commission, and in accordance with the Manufacturer's and Park's written installation instructions. The manufacturer of your home should provide you with written instructions specifically created for the licensed manufactured home installer who is familiar with the installation requirements, including, but not limited to, placement, blocking and utility hookups. The Manufactured Home Commission rules also require each home to have at least one fire extinguisher that is approved by the national fire protection association, and one smoke detector that has been approved by the state construction code commission. Rule 125.1702(a)(d).

### **Clover Estates LC Specifications**

In order to encourage the highest standards in line with the quality of our Park, homes must meet our minimum specifications.

1. An inspection of your home will be made prior to entering the park and is subject to refusal if, in the opinion of Management, it does not conform to our minimum standards.
2. No home with seven (7) foot ceilings throughout is allowed in Clover Estates LLC. Each home entering the Park must be a minimum of fourteen (14) feet in width and seventy (70) feet in length, for singlewide homes.
3. Management will assist the dealer or owner with spotting the home on site. All setup work must be done by a qualified mobile home set-up company.
4. Natural gas is piped to all lots and each home must use either piped gas or electricity for heating and cooking. No external gas bottles or fuel tanks are allowed.
5. The towing hitch must be removed during setup and stored under the home.
6. The wheels of your home must be removed. Axles are not to be removed. The Manufactured home frame must be lowered as close to the ground as possible. Homes must be tied down with a device that meets local and state requirements.
7. Approved skirting is required and must be installed within thirty (30) days of the date the home is placed within the Park. Materials and color are to match or coordinate with the exterior of your home. Approved colors are white, brown or gray. Other colors of skirting must have written Management approval before being installed.
8. Homes must have outside faucet and electrical outlet on the front door side of the home. Clothes dryers shall be vented out through the outside of the home or skirting.

9. House numbers are to be attached to your home as soon as the home enters Clover Estates LLC. They must be easily visible from the street (this is very important for emergency services). They must be at least three (3) inches high. Numbers are to be placed either vertically or horizontally on the left front of the home.
10. Resident and/or installing dealer shall be solely responsible for any damage to Park property or that of other Residents resulting from the installation of their manufactured home.

### **Section III Rental Structure and Responsibilities**

#### **Monthly rental fee**

Your monthly rental fee will vary according to the standard rental fee and any additional charges, which may apply to your account. Please contact the Park office if you have questions regarding the amount of your rent or if there are changes to your account. Monthly rent is subject to change from time to time. The base rent includes sewer, cable television, dumpsters for household trash and wireless internet. There is also a \$5.00 per month fee for each pet in the home.

The full amount of rent is due in advance on or before the 1<sup>st</sup> day of each month. Any checks or certified funds should be made payable to "Clover Estates LLC." Payments should be made at the Clover Estates LLC office either in person during office hours, through the after-hours drop box located in the front of the office, or mailed to 3239 Clover Parkway Muskegon MI 49444. Please do not make any cash payments. A \$15.00 charge will be added to your account for any check returned from the bank for Non-sufficient funds, along with applicable late fees.

Clover Estates LLC will furnish each home site with:

- Sewage treatment service
- Removal of snow from street and visitor parking areas
- Grass seed as needed and as Management approves
- Cable television
- Wireless internet

#### **Late Payments**

If your full balance is received on or before the 5<sup>th</sup> of the month, a rent credit of \$25.00 will be issued to the account. If there is any remaining balance on the account, no rent credit will be issued.

Residents who have not paid their rent by the 6<sup>th</sup> of the month will be sent a legal notice for non-payment of rent. If management commences eviction proceedings for the Resident's failure to pay rent and such proceedings are discontinued as a result of the

residents bringing his rent up to date. **Resident will be required to pay all rents due at time of payment, plus management's court costs and actual attorney fees as allowed by law incurred in the eviction. Failure of a Resident to make timely payment of rent or other charges as provided in the Lease Agreement or these Rules and Regulations on three (3) or more occasions during any twelve-month period is just cause for termination of tenancy as provided by law.**

### **Payment of Rent during Eviction Proceedings**

Resident shall continue to pay all rent and other charges to Clover Estates LLC, when due, following the issuance of a Notice to Quit for Just Cause Termination of Tenancy. During the pendency of the action, Management may accept all payments of rent and other charges without prejudice to the action to evict the Resident for just cause. See appendix A for details on Just Cause Termination. If payment of rent and other charges is not made timely, management may proceed to evict the resident for non-payment of rent without prejudice to the just cause termination proceedings.

### **Liquidated Damages**

Pursuant to MCL 600.5785, in every contested action to terminate a tenancy in a mobile home park for just cause, the court shall award liquidated damages to the prevailing party, provided that a provision requiring liquidated damages is included in the lease or rental agreement governing the tenancy or rules and regulations adopted pursuant to the lease or rental agreement. The damages are \$500.00 for action in district court and \$300.00 for each appellate level.

The "liquidated damages" are intended to reimburse the prevailing party for its expenses incurred in connection with the termination action and shall not be construed as a penalty. The payment of these "liquidated damages" shall not preclude either party from recovering their actual additional damages resulting from personal injury or physical damage to personal or real property caused by the other party or from recovering any unpaid rent or other charges under the lease, if any is in effect, or these Rules & Regulations.

## **Section IV Care of Your Mobile Home and Site**

### **Accessories to your home**

Prior to construction, the Resident must first obtain written approval from Management. Resident is to provide Management with a sketch of the appearance and location of the accessory. Any additional permit required by the Township is the Resident's sole responsibility. Management's written permission does not affect or address Township requirements. **Residents who make improvements or alterations without first obtaining required permits and/or written Management approval may be required by Management to remove the improvements or alterations.**

All wood used for exterior construction shall be wolmanized or exterior grade. Particleboard is not permitted.

All improvements or alterations are to be performed by a licensed and insured contractor as required by the Township.

## **Steps**

Steps are required at the front door of your home. They must be made from treated lumber and be equipped with proper handrails. Steel is not permitted on concrete pads because of the rust damage that it causes to the concrete. Fiberglass or concrete steps are not allowed in the Park without written Management approval.

Steps are not allowed on the offside or non-entry side of your home unless specifically approved by Management in writing and will only be permitted for medical purposes.

Handicap ramps added on the mobile home site will be permitted for physically impaired Residents. The homeowner must submit construction plans to Management for approval prior to starting construction. If the impaired person moves out of the home, the handicap ramps must be removed.

## **Sheds – Mandatory in Clover Estates LLC**

Sheds must be erected within 60 days of the mobile home entering the Park. Documentation of shed ownership will be required by Management prior to approving residency in Clover Estates LLC.

Sheds are to be constructed of vinyl or wood only, no particleboard. They may only have T-1-11 or vinyl siding if made of wood. See Appendix B for placement of sheds. Only one shed is allowed per lot. If you have a wood shed, it must be painted to match your home. Clear coat finish will not be acceptable.

Sheds must be no larger than 12' wide, 12' deep, and 12' in height.

Sheds must be pre-built or pre-cut. If the shed is built from scratch, then a licensed contractor is required.

Any shed that does not comply with the above guidelines shall conform to these guidelines upon being rendered unserviceable and/or at the time of resale of the home.

## **Decks and Porches**

All decks and porches must have skirting of wood or fiberglass. Latticework is permitted if it is wolmanized or plastic (preferred). If skirting is wood it must be wolmanized, maximum 12" wide boards and painted to match the skirting of the home. Spindle handrails must be installed on all exposed sides.

## Fences

Fences must be approved by management. The fence shall not be over 4 foot in height. **State regulations require a (4) four foot wide by (7) seven foot high, unobstructed pathway between trailers, from front to back with a (3) foot unobstructed pathway in the rear yard where trailers meet end to end in the event of an emergency.** If the fence abuts your neighbors trailer, you must first have permission from your neighbor in writing, and second you must have not less than (2) two (4) four-foot wide access gates on each end to provide for the (4) four foot wide unobstructed pathway which **required** by the State of Michigan. The rear yard must be split equally with the rear neighbor leaving a (3) three-foot pathway also **required** by the State. The fencing must be approved by management in writing before installation and upon completion.

The park will not allow any poor grade fences such as chicken wire. They must be high quality chain link or white vinyl. Management maintains the authority to have unauthorized or poorly maintained fences removed at the owner's expense. Any violation of this rule will result in just cause termination of tenancy as provided by law.

## Antennas

Antennas are not allowed in Clover Estates.

## Satellite Dishes

Cable television is included with Clover Estates LC monthly lot rent. Satellite dishes are allowed in Clover Estates if a copy of the dish contract is provided to Clover Estates Office. The "dish" must be attached to the home or the shed. It cannot be on a separate post. All dishes must be removed from the home once it is disconnected from service.

## Air Conditioners

Central air conditioners: Central air conditioners must be installed by a professional installer and installed according to Township and State codes. Central air conditioner compressor must be placed toward the rear of the home on a concrete foundation or other platform designed specifically for this type of installation.

Window air conditioners: Window air conditioners are allowed only with written permission from Management. Approved window air conditioners must be properly installed and removed before winter, and securely braced to the home. Bracing to the ground or cement work is not allowed.

## Fireplaces and Firewood

Installation of fireplaces and wood burners shall be done by a licensed installer who shall obtain the required mechanical permits. Any fireplace installed shall have the Underwriters Label of Certification / UL equivalent. Chimney stacks must be installed through the mobile home roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard in the Park. Chimneystack may not be constructed through the sidewall of the mobile home.



Stacking of wood near your home or on decks is not allowed. Firewood is to be stored along the side of your shed that is facing your home in a neat and orderly manner to deter fire, rodents, or an unsightly appearance. Wood shall be stacked not closer than one foot (1') to your shed. Two rows are allowed. Each row is not to exceed eighteen inches (18") in width, four feet (4') in height and the length of your shed. Covering of wood is not permitted. Management will advise you if there is a problem with your firewood storage methods. Residents not complying with Management's recommendations must remove all firewood from the site.

**Exterior fires and/or fire pits (enclosed or open) are not permitted.**

### **Awnings and Canopies**

Canopies and awnings are to be constructed of approved materials and are to be maintained in good condition. They must be at least four feet (4') back from the street and should be checked yearly for damage that might make them unsafe, such as loose bolts or panels.

No plastic or other materials are permitted to enclose a porch or canopied area.

### **Carports**

Carports are not allowed in Clover Estates LLC.

### **Garages**

Garages are not allowed in Clover Estates LLC.

### **Care and Maintenance of your Home**

Each Resident is liable for his own site in reference to accidents, fire, theft, utility connections, cleanliness and any nuisance that might occur in connection with the Resident or the Residents guests.

- 1 The exterior of your home should be washed periodically to keep up the condition as well as appearance of your home.
- 2 Paint colors for your home must be approved by management. Only neutral colors such as beige, tan, light brown, light grey or white is allowed. Shutters or trim are allowed to be brighter colors.
- 3 Any damage to the exterior of your home (including broken windows, doors, screens, screen doors, skirting, or any other exterior fixture) must be repaired or replaced within fifteen (15) days of occurrence.
- 4 Resident is responsible for water supply protection devices. Heat tape, UL or similarly listed, shall be installed at the time the home is installed on site and replaced when necessary to prevent the freezing of service lines, valves and riser pipes. Please be sure to disconnect any outside hoses before winter weather. If there is any freezing and/or water damage resulting to any portion of the water

- service, or the water meter, due to neglecting this requirement, the repair will be at the expense of the Resident.
- 5 No plastic, cardboard, plywood, or vinyl is allowed on the exterior of doors or windows at any time.
  - 6 Drapes, curtains, or blinds must be installed on the interior of all home windows and should be cleaned and maintained.
  - 7 Clover Estates LLC will maintain street lights. Please notify Management if the streetlight near your home is not working.

### Care and Maintenance of your Lot

In the event a Resident fails to maintain the home site as required, Management will issue a notice requesting the Resident perform the necessary maintenance by a specified date. If the violation is not corrected as requested, Management has the right to enter upon the site and perform any and all necessary maintenance as permitted by law.

The charges incurred as a result of such maintenance shall be deemed to be rent and will be collectible as rent. Mowing, trimming and all other repairs and maintenance work resulting from residents' failure to maintain premises in good repair will be charged \$20.00 per hour plus material. There shall be a one hour minimum charge if Management provides any maintenance services.

- 1 Lots shall be mowed, edged, and trimmed weekly. Resident is responsible for cutting the grass up to the neighbor's home on the side. To the rear, mow to your lot line. Use weed whips with care so as not to damage your neighbor's skirting, tree trunks or shrubs.
- 2 Lawns are to be watered regularly to maintain a green, healthy condition. Do not position sprinklers so that the water will hit against a neighbor's home.
- 3 Resident is responsible for raking, seeding, and fertilizing the lawn as necessary. Grass seed is available from the Park office for your use (quantity disbursed is at Management's discretion).
- 4 Lawns must be kept free of leaves to protect your grass from winter disease. Residents leaving for winter before the leaves are down should make arrangements to have them picked up as needed.
- 5 Burning of leaves and other debris is not permitted by Residents. Open fires of any kind are prohibited in the Park.
- 6 Any additional shrubs, trees or other landscaping must have Management approval before being planted. All trees, shrubs, and perennial flowers become property of the Park and must remain when the Resident moves. Landscaping must be weeded and trimmed regularly so that it does not become overgrown and unsightly. Dead plants or flowers must be removed promptly or cut back (for example, after the first frost).
- 7 No shrubbery, landscaping, or lawn décor is permitted in the front yard of the home, with exception of a two foot (2') area immediately adjacent to the home.
- 8 Gardens are permitted only with written Management approval and must be behind the home. These must also be kept weed free at all times and cleaned when plants die.
- 9 Do not run vehicles on your lawn, even when loading or unloading materials at your home. You are responsible for any damage.

- 10 Your lot and patio must be kept free of all debris including toys, bicycles, pools, lawn mowers, etc. All of these items must be stored out of sight when not in use and must be put away each night.
- 11 Sandboxes and swing sets are allowed with Management approval only and must be located at the rear of your lot.
- 12 Tents and screen houses are allowed with Management approval only and may only be left up for two (2) consecutive days in any seven- (7) day period.
- 13 Small wading pools for small children may be allowed with Management approval. Pools may not exceed twenty-four inches (24") in height and must be stored out of sight each night and/or when not in use.
- 14 Lawn mowing should not begin before 9:00am and should stop after dark or 9:00pm.
- 15 Due to the danger involved with underground high voltage cables and utilities, do not place or drive any posts or other items into the ground without management approval and Miss Dig staking.
- 16 State regulations require all sites to be kept free of fire hazards. If management, the local fire department or other public officials determine that a fire hazard exists on your lot, you shall correct the condition or management will correct the same at your expense. No flammable liquids or other hazardous materials shall be stored beneath your home. No fire hazard of any kind is allowed in the Park.
- 17 Driveways must be kept shoveled in the winter. No parking on the street during winter months so the plows can clear the roads. Hindering snow plowing will result in a \$25.00 fine.

Management reserves the right to remove any item not conforming to the above specifications and to maintain any lot which is being neglected by the resident, both at the Resident's expense.

Every Resident is responsible for doing their share to keep the park neat and clean at all times. This not only adds to the overall enjoyment for all Residents, but also adds to the value of your manufactured home should you decide to move.

## **Section V Children and Guests**

Residents are responsible and shall be held accountable for the actions of their children and guests in the Park. Actions of Residents' children or their guests, which interfere with the quiet enjoyment of other residents, shall be just cause for termination of tenancy.

### **Children**

It is the parents' responsibility to assure that these policies are enforced.

Children should remain in the proximity of their home yard area or yard area of other children or friends. Please do not allow your children to play in the Park streets. This includes riding three wheelers and gathering in groups.

Children under the age of sixteen (16,) must be in their respective home site after 10pm unless accompanied by a parent or guardian.

No child shall harass or annoy other Residents or break any Park rule that may apply. If such behavior occurs, Management reserves the right to terminate their parents' lease agreement and residency in Clover Estates LLC.

Children are prohibited from trespassing on other home sites (either occupied or vacant) or in areas of construction. Please supervise your children at all times. You are responsible for any damage they may cause to Park property or to the property of others.

## **Guests**

Residents should inform their guests of park rules, particularly those concerning speeding, parking, and noise. Residents are responsible for the actions of their guests. Rule violations by a Resident's guests may be just cause termination of the Resident's lease agreement and residency in Clover Estates LLC.

## **Section IV Vehicles**

As permitted by law, Management reserves the right to remove vehicles parked in violation of these rules and regulations. Management further reserves the right to remove inoperable vehicles or vehicles without a current license plate. All costs incident thereto shall be paid by the Resident.

### **Vehicle Registration**

Resident vehicles must be registered with the park office.

### **Vehicle Operation and Condition**

The posted speed limit in Clover Estates LLC is 10 mph but much slower around curves and corners. Speed limits as posted are enforceable under the Fruitport Township Ordinance, Muskegon County Ordinance and State Law. Violators will be issued notices. Issuance of three notices shall be considered just cause for management to initiate legal proceedings for eviction. \*\* Remember, Residents are responsible for the actions of their guests. Please make sure your guests are obeying the posted speed limit as well as all traffic signs.

Unlicensed, disassembled, or dismantled vehicles are not allowed in Clover Estates LLC. Owners of vehicles with defective or malfunctioning exhaust systems or mufflers are not allowed in the Park. If your car creates excessive noise, you will be asked to keep it out of the Park until proper repairs are made.

Vehicles leaking gas, oil, transmission fluid or other liquids that may damage asphalt or discolor cement shall be removed from the Park until repairs are made. Any spills must

be cleaned by Resident or Management will do so and charge Resident a fee for this clean up service (\$40 minimum fee).

Repairing your vehicle, changing your oil or other service work on vehicles is not allowed in the Park at any time. Vehicles which are not in running condition shall not be parked on any home site. This includes vehicles, which have been damaged by a traffic accident, which have one or more deflated tires, which have been damaged by fire or vandalism, or which are in need of extensive repair or are missing parts.

Car covers are prohibited unless approved by Management.

Semi tractors are not allowed in Clover Estates LLC at any time.

## **Parking**

Parking is not allowed on the lawns. Vehicles shall be parked only in the designated areas to the individual lots, which includes 2 parking spaces or in designated visitor parking areas. No parking is permitted within ten feet (10') of any fire hydrant. All vehicles must have **current registration with valid plates, or vehicle will be towed at OWNERS EXPENSE unless Resident has received approval from management.** During winter months, there is no parking on the street overnight to allow the snow plows to clear roads. Parking on the street and hindering the snow plow is a \$25 fine.

Campers and motor homes may be parked in Resident's parking area twenty-four (24) hours before and twenty-four (24) hours after use for loading and unloading purposes only. Management may grant authorization to extend the twenty-four (24) hour period for special circumstances.

Travel trailers, boats, boat trailers, etc. may not be stored at the home site. Storage areas are provided for residents on a first come first serve basis for a nominal fee. A Storage agreement must be signed with the Park office before any item(s) may be stored. Only one (1) item may be stored in any storage space unless additional items are approved by Management. All equipment stored in this area shall be kept in good condition, insured, and have current/valid license. Should a Resident neglect to properly maintain their property in the storage area, that property must be removed, within seven (7) days from being notified to do so, by Management. If not removed, Management reserves the right to have it removed at the Resident's expense. Resident assumes all risk of damage of loss to any item(s) stored in the storage area.

## **Motorcycles, motor bikes, mopeds, etc.**

Mini-bikes, snowmobiles, three and four wheel all-terrain vehicles, dirt bikes and go carts, are not allowed to be operated or stored on any tenants lot, or on Clover Estates LC property.

Licensed street legal motorcycles, with quiet mufflers may be driven to and from Residents' home. Joy riding of any kind in Clover Estates LC is not allowed.

Operation of mini-bikes, mopeds, go-carts, dirt bikes, snowmobiles, or three/four wheel all-terrain vehicles is prohibited in Clover Estates LC.

## Section VI Pets

Residents are solely and totally responsible for the behavior of their pet. If problems with pet control persist, Management reserves the right to modify these rules upon proper notice to prohibit all pets within Clover Estates LLC. If you own a pet, please be responsible for your pet and be considerate of your neighbors.

All pets must be registered with Clover Estates LC and have Management approval in order to be in the park. A fine of \$25.00 will be charged if we discover you have a pet and did not follow park procedure. **As required by the Township, all dogs must have a valid license and proof immunization shots. This information must be provided to Clover Estates LC and kept current each year.** There will be a \$25.00 per month fine for failure to provide the above documentation. All dogs 6 months or older are required to have a license.

Only 2 animals are allowed per home. There is a \$5.00 monthly charge for each pet. Dogs may not exceed a height of eighteen inches (18") at the highest part of the back when fully grown (if your puppy has the potential to exceed 18", be aware that you may have to get rid of your pet if it exceeds 18" when fully grown). No aggressive breeds are allowed. Breeding of pets or "pet sitting" is not permitted. Visitor pets are not allowed in the Park. Management reserves the right to reject exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion may be dangerous to others within the Park. These animals may not be kept within Clover Estates LLC.

### **Dog breeds not permitted in the park due to size or aggression include:**

Bernese Mountain Dog, Bull Mastiff, Dalmation, Doberman, English Sheepdog, German Shephard, Great Dane, Greyhound, Huskey, Labrador, Newfoundland, Pitpull, Retriever, Rottweiler, Saint Bernard, Standard Poodle, Any variation of these mixed breeds.

Pets, including cats, must be on a hand held leash when outside of the home. **Tie-outs are not allowed.** They will be removed by Management without warning and you will be fined \$25.00. Invisible fencing, **dog houses**, or dog runs are not allowed in Clover Estates LC. Pets are not allowed in any areas where people congregate. Pets running loose may be picked up by animal control. If a pet is picked up a second time, it will not be allowed to return to the park. Residents are required to immediately clean up any of their pet's droppings anywhere in the Park, including their home site. There may be additional charges if this duty is neglected and Management cleans up the mess.

In the event of warranted complaints, one warning will be issued to the owner. Upon issuance of a second notice, the owner will be required to **remove** the pet from the Park permanently. **Refusal to abide by these requirements will be considered reason for just cause termination of tenancy.**

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by Management's employees or by Residents or their guests.

## **Section VII Utilities and Refuse**

**Sewer:** All sewer lines above ground level are the responsibility of the Resident. Sewer lines must be tightly secured so there is no drainage on the ground. Do not place disposable diapers, sanitary napkins or tampons, or rags in your toilet. Should your sewer become clogged and in the process of cleaning it, management can provide evidence of a foreign object or substance, the Resident will be charged \$50.00 (subject to change without notice) for cleaning sewers.

**Garbage:** Garbage service is provided by Clover Estates and is part of your rent. All garbage should be in plastic bags and garbage cans, with a lid. No bagged garbage is allowed to sit on or around the deck area. Dumpsters are provided up near the office. The dumpsters are for household waste only. Large items such as furniture, remodeling debris etc. is not allowed. Violators will be charged \$50.

**General Utilities:** Trash removal (provided by Republic), Cable TV and WIFI internet (both provided by Comcast) are included in the rent. Residents are responsible for their water bill. Clover Estates LC reads the meters and bills the tenants along with their monthly rent. Residents are responsible for all gas, electric, telephone, and maintenance bills that are generated in their own residence. Any tenant living without gas, electric or water service may be subject to eviction if there is not an acceptable reason for the shut-off. Tenants may not use portable generators to operate the home unless there is a power outage caused by an act of weather conditions.

**Snow Removal:** Resident is responsible for snow removal on his site. Snow and ice are to be removed from all parking areas, sidewalks, etc. on your site. Please be considerate of your neighbors and operate snow removal machines only at reasonable hours. Take care that snow and ice removed from your site does not end up in the street.

## **Section VIII Prohibited Activities**

- (A) Drunkenness, immoral acts, abusive language, or misconduct will not be tolerated. No alcoholic beverages are to be served or consumed in any public area or street. Abusive language to officers, Management, or any persons enforcing Park rules and regulations will subject the Resident to eviction proceedings.
- (B) Business or commercial enterprises of any kind shall not be carried on in any home in the Park.
- (C) No individual garage, porch, lawn or similar sales are allowed in the Park. The Park will have a common sale for all Residents once a year. Residents will receive prior notice as to the date and time of the sale. Management will advertise for the sale in the Muskegon Chronicle or Craigslist.
- (D) There shall be no brandishing of firearms or any other weapon(s) in an attempt to intimidate, threaten or harm any resident, their children or guest(s) while in the confines of Clover Estates LLC. Any use of BB guns, any other type of gun, slingshots, bow & arrow, or any other weapon is prohibited.

- (E) Residents are prohibited from lighting and using fireworks in the Park.
- (F) Soliciting is strictly prohibited. Please report all solicitors to the Park office.
- (G) Areas restricted to Residents are: Park landscaped areas, park entrance signs, construction areas, machinery areas, model home sites, filtration plant area, and any Resident's lawn without permission. Remember you are responsible for the actions of your children and guests. Make sure that they are aware of these restrictions.
- (H) "ALL QUIET" is in effect at 10:00pm throughout Clover Estates LLC. However, music volume must be kept to a minimum at all hours of the day.
- (I) The home site must be kept free of fire hazards.

## **Section X**

### **Re- Sale of your Mobile Home**

#### **On-Site Resale of Your Home**

Notification of Sale of Home and first right of refusal: Resident agrees to grant the Community the "First Right of Refusal", which means they shall allow the Community to match the price of any genuine written offer in which the potential purchaser of the home intends to move the home from the Community. The Community will provide written notice to the Resident within 14 days if the Community does not wish to exercise its right to the "First Right of Refusal" offer.

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the home. To ensure that the purchaser(s) of your home will be permitted to keep and occupy the home in Clover Estates LLC; the following criteria must be met:

**Pre-Sale Inspection:** The exterior physical condition of the home and site must be in good condition (windows, siding, skirting, shed, lawn, etc.).

Therefore, prior to listing the home for sale, you are required to have Management inspect the home and site to ensure that they are in compliance with Park standards. The fee for inspection is twenty-five (\$25.00) dollars which must be paid prior to inspection.

The inspection is valid for 90 days. If your home is not sold within that period, a supplemental inspection is required and will be performed at no charge for up to one (1) year after the initial inspection. All items that need repair or correction must be completed prior to Management's final authorization of resale. Management reserves the right to modify the pre-sale requirements if damage is done to the home or lot subsequent to the initial inspection.

Authorization of resale by Management is not a warranty to any person as to the condition of any part of the home or its accessories.

**Signs:** One (1) nine inch by twelve inch (9"X12") FOR SALE sign may be placed inside the front window of the home, but only after all corrections/repairs have been made according to the inspection requirements. Any sign not in conformance with this section will be removed by Management without notice.



**Prospective Residents:** Prospective Residents must meet with Management, Complete a park application, and be approved for residency **PRIOR** to the closing on the sale of the home. Management reserves the right to refuse any prospective Resident if:

- Their credit worthiness is judged to be unsatisfactory by Management.
- The prospective buyer(s) has previously been evicted from this or any other rental facility.
- The prospective buyer(s) or seller(s) are not in compliance with the Park Rules & Regulations.
- The prospective buyer(s) has a criminal record.
- The prospective buyer(s) give false or misleading information to Management regarding their application for residency.
- There are any other reasonable & lawful grounds to deny residency.

All rents, fees, and water charges required of the Resident or related to the home and/or site must be paid in full prior to the re-sale or transfer of the home. Management expressly denies acceptance of any sale if charges remain outstanding for that home or site.

### **Removing Your Home from Clover Estates LLC**

Present home owner or resident must give a written 30 day notice to the office that their home is going to be moved out of the park. Clover Estates LC must be informed of the name of the moving company and the name of the take down company so they can be notified about our move out policy.

Moving shall be done only by a qualified and approved mover. Homes may not be moved on Saturdays, Sundays or Holidays. The mobile home transporting company and the company “breaking down” the home must provide Clover Estates LC with a copy of their workers compensation insurance and their liability insurance in the amount of \$2 million or more. They must also list Clover Estates LC as additionally insured. The mobile home transport company as well as the “break down” company must provide a copy of their License. A five-day notice must be given to Clover Estates LC prior to the moving company or “break down” company taking any action in moving the home.

The mobile home transporting company must give Clover Estates LC a \$1,000 security (damage) deposit. This deposit is to be held by Clover Estates LC until the completion of the work. At such time, Clover Estates LC, will inspect the premises for any damages resulting from the removal of the home. This includes the immediate premises as well as any and all Community Property. If the premises and Community property are left clean and undamaged, Clover Estates LC will immediately return the deposit. In the event, there is damage to the premises or Community property due to the removal of the home or the premises or Community property are not left in a clean a neat fashion, than the deposit may be used to offset the cost of repairing said damages or clean up. Any improvements or accessories placed on the site including, but not limited to, steps, decks, sheds, tie-downs, anchoring systems, awnings, carports, cement blocks etc. must be removed unless written permission is given by Clover Estates LC. The lot must be cleaned up of all garbage and debris. All wires must be cut back to the boxes or pedestals. All damage to the grass by tire ruts must be repaired to a level surface. If this is not done, Clover Estates LC will repair it and deduct the damages from the deposit.

Permission by office must be given should it be necessary to cut any trees, bushes, shrubs, and flowers.

Clover Estates LC will pro rate rent for the first 10 days of the month, after the 10<sup>th</sup> day, a full months lot rent is due and all rent must be paid before home is moved. A final water meter reading will take place and the balance of the water bill must be paid before the home can be moved as well.

Management assumes no responsibility in the event that a manufactured housing retailer, bank or other secured party removes Resident's home from the Park.

## **Section XI Miscellaneous**

### **Disclaimer**

Clover Estates LLC expressly disclaims any and all responsibility for accidents or injuries to Residents, their family members, other occupants, or guests, which may occur within Clover Estates LLC. Damage or loss of property resulting from fire, theft, wind, floods, or any other act of God or third parties is also disclaimed.

It is recommended that each resident procure a manufactured home comprehensive form insurance policy insuring the home against loss or damage. It is also recommended that each Resident include liability coverage for personal injuries, which may occur on the home site or within the home.

### **Right of Access**

Management shall have the right of access to Resident's home to prevent imminent danger to the occupant or the home. Management or its designated service companies, shall have the right of access to the home site at all reasonable times, for purposes of repair or replacement of utilities, maintenance of the grounds, inspection and protection of the Park.

Management may enter a mobile home without the prior written consent of the occupant in case of an emergency or when the occupant has abandoned the home.

### **Severe Weather Notice**

Severe weather warnings are broadcasted through your television and radio stations. Shelter facilities for severe weather conditions such as tornadoes, etc. are **NOT** available in this Park or in our local government area. During severe weather, Residents and all other non-residents in the Park are responsible for taking their own safety precautions.

## **Grievance Procedure**

To facilitate the prompt and equitable resolution of any complaints, we ask the Residents first try to resolve the problem with your neighbor(s). If you are unsuccessful in resolving the issue, report the complaint to the Park office. All complaints must be in writing and signed. Management will try to address concerns in a fair manner as quickly as possible.

## **Mail Delivery**

A mailbox has been provided for you. These mailboxes are government property and can only be used by a postal service employee. Your mail must be picked up every day. If you are going away, make arrangements to have your mail picked up every day.

## **Conclusion**

*The guidelines set out herein are designed to create and maintain a harmonious and comfortable living environment. It is requested that all Residents respect the rights of others to enjoy peaceful use of the Park. Excessively loud talking, abusive language, shouting, televisions, stereos or other disturbing noises are not permitted within the Park. If your neighbor can hear your music, television, or noise from your activities, you are being too loud. Please be considerate of your neighbor(s). Interference with the quiet enjoyment of other Residents of the Park is just cause for termination of tenancy. Fair and equal application of these guidelines is the committed responsibility of Clover Estates Mobile Home Park and will be maintained by its community management personnel.*

*These Rules and Regulations replace and supersede all former Rules and Regulations for this Park. Management may make corrections, changes, or additions to these Rules and Regulations as needed. Residents will be given thirty (30) days written notice of any changes.*

*The State of Michigan makes available the mobile home buyer's and resident's handbook. These may be obtained by contacting the mobile home land and resources division.*

## Community Rules Agreement

Upon receiving the rules and regulations of Clover Estates Mobile Home Park, the undersigned Resident ('s) hereby agree to abide by the terms and conditions. Residents agree that they, as well as all other persons residing in their home and all their guests, will abide by these Community Rules and Regulations and all federal, state, county, and city/township laws and ordinances. Any interference with the rights of management or other residents shall be construed as a failure to perform the responsibility of the tenancy. Failure to comply with these Rules and Regulations or other laws may result in the termination of tenancy as provided by law.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

### Title Information

\_\_\_\_\_  
Manuf. Year

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Mobile Home Serial Number

\_\_\_\_\_  
Issue Date

\_\_\_\_\_  
Mobile Home Title Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
First Secured Party

\_\_\_\_\_  
Address