



# **Community Rules and Regulations**

**12277 Conservation Trail • Shelby Twp., MI 48315**  
**Phone: (586) 739-3410 • Fax: (586) 997-3461**  
**[shelbywest.com](http://shelbywest.com)**

To maximize the benefits for all occupants of the Community, the following Rules and Regulations (hereafter referred to as Rules) have been adopted.

1. **COMPLIANCE WITH ALL RULES.** I agree to abide by all Community Rules and Regulations and all local, county, state and federal laws and ordinances. I have completed an application for residency at the Community, and I represent that all of the statements contained in that application were true. I have read and I understand the following Rules. I understand that if I do not comply with one (1) or more of the following Rules, or that if one or more of my representations in the Application for Residency is found to be untrue, my tenancy may be terminated as allowed by law. I understand that the Landlord may reject my tenancy because of false or misleading statements on my application or because it receives poor credit or Landlord references or because of my criminal history. All persons over the age of 18 must apply, be subject to a criminal background check and be approved by the Landlord prior to moving in.

Members of Tenant's household that are minors – *Please be aware that Tenant(s) is/ are responsible for the actions of members of their household and guests.*

2. **OCCUPANCY.** Maximum occupancy for homes in this Community is: four (4) persons per two (2) bedrooms, six (6) persons per three (3) bedrooms, and eight (8) persons per four (4) bedrooms. A person who resides continuously within a home for more than thirty (30) days is regarded as a permanent RESIDENT and shall register with Landlord.
3. **OWNERSHIP.** Tenant represents that **he/she** is the owner of the manufactured home and will furnish Landlord evidence. All homes must be titled by the state of Michigan and Landlord must receive a copy of the title.
4. **ENFORCEMENT. UNAWARENESS OF A RULE OR REGULATION IS NOT A DEFENSE FOR FAILING TO ABIDE BY IT.** Failure by Landlord to enforce a Rule or a provision of a Rule on one or more occasions is NOT a continuing waiver of Landlord's right to enforce the Rule.
5. **HOME STANDARDS.**
  - a. Before Tenant moves in, [**his / her**] new installations and existing manufactured home must comply with all applicable local ordinances and state laws concerning placement, anchoring, and setup. All new homes that are to be moved into the community must comply with all requirements of the community including acceptable material for siding and skirting. **Tenant must receive the approval from the community office that the home meets the standards of the community prior to installation.** Tenant is solely responsible for any damage to community property or the property of other Tenants resulting from the installation or removal of [**his / her**] manufactured home. *See paragraph 8 for detailed information.*
  - b. **INSTALLATION.** An authorized dealer or company, according to the standards of the manufactured home industry, **MUST** set up all

manufactured homes in the community. Tenant must provide community office with written proof that the company providing the installation is licensed, bonded, and insured **PRIOR** to installation.

- c. **MANUFACTURED HOME SIZE.** Community will assign homes on available lots that correspond for the size of the home. Community will assess if homes may be allowed entrance based on the availability of empty lots.
  - d. **SKIRTING.** Homes new to the community shall be skirted with brick-like (Nalite) material. It shall be installed within thirty (30) days following occupancy; properly ventilated; of material and color that match or appropriately accent the exterior; and have an access panel of reasonably sufficient size in the utility hook-up area. If skirting must be replaced or repaired on homes already in the community vertical, horizontal or brick-like skirting may be used. Tenant shall make all repairs within thirty (30) days after receiving written notice from Landlord. Lattice skirting is strictly prohibited.
  - e. **DOOR STEPS.** Main entry door steps shall be enclosed cement, fiberglass, or treated wood. A handrail shall be attached. Steps shall be maintained in a safe and attractive manner.
  - f. **PORCHES & DECKS.** All porches and decks shall be constructed of vinyl composite or treated wood and must have handrails on all exposed sides, and must be enclosed.
  - g. **CENTRAL AIR.** Central air conditioner compressors must be placed on cement or fiberglass pad on the driveway side or rear of home. Appliances must be attractively maintained and kept in good operating condition at all times.
  - h. **AXLES.** The Axles shall not be removed from the home, but the frame must be placed as close to the ground as possible.
  - i. **STORAGE SHEDS / OTHER STRUCTURES.** Storage sheds of approved size (typically 10' X 10'), type and material are required within 60 days of your move in date. The Community must approve all storage sheds prior to installation. Only wood constructed vinyl sided storage sheds are allowed and the sheds **MUST** match the color of the home. Shed buildings are to be placed and anchored on a base provided by the Community. One Shed **PER SITE ONLY** – no larger than 10' X 10' and the shed may not be higher than the roofline of the existing home.
  - j. **FIREWOOD STORAGE.** Firewood shall be stored at the rear of the home and may not exceed 2' wide x 8' long x 4' high; at least 12" off the ground. Firewood must not interfere with proper spacing requirements between homes.
6. **MAINTENANCE.** Tenant shall maintain home and site in a clean and attractive fashion at **Resident's** own expense. Homes must comply with all applicable laws, ordinances and regulations of the township, city, state and federal government.
- a. **LAWN CARE.** Tenant shall be responsible for his own lawn maintenance including but not limited to mowing, trimming, edging, and snow removal. In the event Tenant neglects to maintain the leased site, Landlord shall have the right to enter upon the leased site and perform any and all necessary

maintenance, and the charges incurred as a result thereof shall be the sole responsibility of Tenant, and furthermore shall be deemed to be rent and shall be collectible as rent.

- b. **LANDSCAPING.** Resident at their own expense, shall maintain all trees and bushes on home site.
  - c. **DRIVEWAY & SIDEWALK.** Tenant is responsible for driveway and sidewalk on Lot including but not limited to snow removal, pet waste, and trash removal.
  - d. **HOME SITE.** Clotheslines or other lines of any kind are prohibited, and no laundry of any description may be hung outside the home. Permanent playground equipment including but not limited to swing sets, jungle gyms and trampolines are not permitted on lot site. Portable kid-pools, portable basketball hoops, and children bicycles/toys are permitted but must be stored overnight in storage shed. *All kid pools must be emptied each night prior to storing in sheds.* Indoor furniture is not permitted outside.
  - e. **PEST CONTROL.** Residents are responsible for pest control. We recommend that you contact the community office for more information regarding companies in the area that you may contract with for pest control at your own expense.
7. **TRASH REMOVAL.** Trash is removed from the community on designated days. Tenants shall keep garbage in durable, plastic bags or in covered containers until pick-up day. Trash bags shall not be left outside of the home, and must be kept in your storage shed. Tenants are responsible for putting their trash at the proper pickup location. Tenants shall arrange for removal of large, bulky, or heavy items (call Landlord for details). If Landlord must remove Tenant's trash of any kind, Landlord may charge Tenant. Tenants may not put trash out for collection until 6pm the night before pick-up.
8. **UTILITIES/WATER/SEWER.** All utility connections within the home, such as electric, gas, water, and sewer are the sole responsibility of Tenant and maintained in good, safe operating condition at all times. Only approved copper tubing or approved piping shall be used for gas lines. Tampering with or altering these connections is prohibited and may subject you to criminal charges. The outside main electrical line to the home must meet local code. Water service to the home shall be connected by semi-ridged tubing, such as copper tubing or approved plastic piping. All sewer connections from the mobile home to the sewer riser must be at a minimum schedule 40 PVC or ABS plastic pipe. Any breach of resident's agreement with a utility is also a breach of these regulations.
9. **IMPROVEMENTS AND ALTERATIONS.** Tenants shall not alter their site, including landscaping without Landlord's prior written consent.
- a. **SKETCH REQUIREMENT.** Tenant shall provide Landlord with a sketch and material list of any proposed improvement, such as a porch, deck, carport, awning, shed, pad, landscaping or other home improvements, and Tenant shall be responsible for obtaining and paying for all required building permits and required inspections. Tenant must show the surrounding homes in the sketch and account for setbacks in order to

obtain approval. A sketch of any proposed excavation and its location shall be provided to Landlord, but only after utility companies have been called regarding buried cables. If Tenant removes any of the above-described structures, the site shall be restored to its original condition.

- b. **COMMUNITY PROPERTY.** Any improvements made by Tenant that are attached to the community, such as concrete pads, trees, and bushes shall become community property. Unless performed by Tenant, all work on homes must be performed by licensed, insured contractors. All work, regardless of who performs it, shall comply with all applicable codes.
- c. **PERMITS/APPROVAL.** If the local government requires a building permit, variance or other approval, Tenant shall, at Tenant's cost, obtain the building permit and provide a copy to Landlord prior to beginning the improvement. A sketch of any proposed excavation and its location is to be provided to Landlord, but only after the utility companies have been contacted and all of the utilities servicing or otherwise running across or under the site have been properly located, marked and identified by the utility companies.
- d. **EXCAVATION REQUIREMENTS.** Because underground utility lines, such as high voltage electrical transmission lines, large utility cabling, sewer and gas lines run through the Community, all digging without prior written permission of Landlord is prohibited. In seeking approval from Landlord, Tenant will provide Landlord with a sketch of the proposed excavation, including location and depth. Tenant must obtain approval from applicable utility suppliers before Landlord will permit any proposed excavation.

#### 10. **ADVERTISING, SOLICITING, AND COMMERCIAL BUSINESS.**

Advertising, soliciting, or delivering of handbills is not permitted. However, Landlord may communicate with Tenants through the distribution of written materials. No commercial enterprise or business that violates any local, county, or state zoning ordinances may be conducted in the Community.

- 11. **LOSS AND LIABILITY.** Tenants MUST obtain a manufactured home comprehensive form insurance policy insuring their home against loss or damage. Tenants are also urged to include in that policy liability coverage for personal injuries occurring on their home site or within their home.

- 12. **TRANSFERABILITY.** Tenant may not assign or sublet home or leased premises. The right to occupy a home is not transferable with the sale or transfer of title to the home. Prior to transfer of possession of the home, Landlord must inspect the lease site and exterior of the home to confirm compliance with all community standards. The fee for this inspection is \$30.00 (thirty dollars). All items that need repair or correction must be completed, weather permitting, prior to Landlord's final authorization of resale.

- a. **TRANSFERABILITY REQUIREMENTS:** A manufactured home may not be required to be moved at the time of sale if: (1) resident has given management 30 (thirty) days written notice of intent to sell; (2) Lessee (resident) had the manufactured home inspected and has received written consent (approval) for resale by management; and (3) the purchaser of the

home has applied for and has been APPROVED by management to live in the community. Only one “for sale” sign shall be displayed per home in a window.

- b. **SALE OF MANUFACTURED HOME TO REMAIN:** The purchaser MUST have a good credit rating; meet income qualifications, and must submit to a landlord/tenant criminal background check. The manufactured home shall be in good physical condition, and shall be subject to an inspection to include steps, handrails, porches, skirting, exterior, aluminum, sheds, patio etc. There is an inspection fee of \$30.00 (thirty dollars), and said inspection shall be conducted during normal business hours. Said inspection shall only be effective for six months. Resident is responsible for this fee and it is considered rent and collectible as rent. Community management disclaims a liability and affirmatively states that said exterior inspection is for the purpose of transferability only.

### 13. AUTOMOBILES.

- a. Tenants and their guests shall park only in designated spaces, never in vacant sites, streets, lawns, sidewalks or patios. Double parking is prohibited. All vehicles shall be equipped with an adequate and functioning muffler at all times.
- b. No vehicle with a load capacity exceeding three-quarters ton shall be kept or stored in the Community, except while making regular deliveries.
- c. Major automotive repairs or maintenance projects are prohibited. Vehicles dripping oil or gasoline shall be repaired immediately, and Tenant must clean up spills or landlord will do so and charge the Tenant.
- d. Posted speed limit and traffic signs shall be strictly obeyed. Pursuant to MCL 257.601a Shelby Forest Associates LLC has contracted with the local police department to allow enforcement of all traffic laws on private community property.
- e. Landlord may remove vehicles parked in violation of these Rules, including inoperable vehicles or vehicles without current license plates or tags. Tenant shall pay all costs incurred by Landlord.
- f. Motorcycles may operate only for transportation in and out of the Community and must be registered with Landlord. *Joy riding within the park is not allowed.* Tenant must contact the community office and sign a motorcycle rider. Tenant must store the motorcycle in an enclosed structure.
- g. Boats, campers, motor homes, and other forms of recreational vehicles shall not be stored on the site or on Community streets. No form of recreational vehicle may be attached to water or sewer connections.
- h. Trail bikes, mini-bikes, ATVs, snowmobiles, and other vehicles of this nature may not be operated or kept on the premises.

14. **RIGHT OF ENTRY.** Landlord may enter onto the site to inspect, repair, replace utilities or to protect the community during reasonable times (any time for emergencies), but not so as to interfere unreasonably with Tenant’s quiet enjoyment of the premises. Landlord may not enter the home, except with Tenant’s prior written consent, or in an emergency.

15. **INTERFERENCE WITH OTHERS.** All Tenants are urged to respect the right of others to enjoy the quiet and peaceful use of this community. Unreasonably loud talking; abusive language; shouting; loud radios, televisions, and stereos; and other disturbing noises are prohibited. Interference with the quiet enjoyment of other Tenants of the community and actions, which interfere with the health, safety, or welfare of the Manufactured Home Community, its employees, or Tenants, is just cause for termination of tenancy. Tenant acknowledges and understands that violating the quiet enjoyment of others in the Community is grounds for just cause termination of tenancy pursuant to MCL 600.5775.
16. **PERSONAL AND FIRE SAFETY.** Adhering to the following guidelines is very important, and Tenants are urged to be mindful of the following recommendations and reminders at all times. Failure to comply with safety guidelines that endangers the Tenant(s) or other residents due to reckless or negligent behavior is grounds for just cause termination:
- a. All Tenants are expected to observe and exercise reasonable safety precautions to ensure against accidents in and around the home, site, and surrounding Community.
  - b. Tenants are responsible for the actions and safety of their children, guests, and invitees.
  - c. Firearms, fireworks, fire pits and guns are not to be used in the community.
  - d. Reasonable behavior and care toward yourself and others shall be exhibited around any body of water (pond, creek, reservoir, etc.) within the Community.
  - e. All homes shall be kept free of fire hazards. The area beneath the home shall be kept clean and free of combustible materials at all times.
  - f. Tenants should contact the Township for information on weather warning systems. The community does not have its own weather warning system.
  - g. Tenants are responsible for monitoring radio and/or television for severe weather warnings.
  - h. “Children playing”, “Speed Limit”, “Stop” and similar signage **SHALL BE STRICTLY OBSERVED.**
  - i. Tenant shall furnish Landlord the name, address and telephone number of at least one person to be notified in case of an emergency.
17. **CLUBHOUSE AND RECREATION FACILITIES.** The clubhouse and its facilities are available to Tenants and their guests only. Reservations for private parties and gatherings **MUST** be made in advance and will be accepted on a first come, first serve basis. Reservations are accepted when a deposit is paid. The clubhouse may not be used for solicitation or organizational meetings of profit or non-profit groups.
- a. **CLUB HOUSE RULES.** A deposit is required prior to use. It will be returned once Landlord has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to leave the facilities in such condition will lead to the forfeiture of some or all of the deposit. Tenant is entirely liable for all expenses of repair of any damage, even if they exceed the deposit.



Landlord may require that deposits be paid with money orders, cashiers or certified checks. Use of the facility shall not disturb the peace and quiet of other park tenants. Recreational facilities within the Community are for the exclusive use of its Tenants and their guests. A Tenant when using recreational facilities must accompany all guests. Tenants are liable to see that their guests observe all applicable Rules. The clubhouse may not be used for solicitation or organizational meetings of profit or non-profit groups.

- b. **SWIMMING POOL.** The swimming pool is for the exclusive use of Tenants and their guests. Swimming pool Rules are posted at the pool and Tenants, their families, and guests shall obey those rules strictly. Noncompliance with one (1) or more rule may result in loss of the swimming pool privilege.
  - c. **NONLIABILITY.** Landlord shall not be liable for accidents or injuries to Tenants, their family members, guests, or invitees, which may occur within the Community unless caused by Landlord's failure to perform a duty or negligent performance of a duty imposed by law, and Tenant will indemnify and hold Landlord harmless against all claims therefore. Likewise, Landlord is not liable for damaged or lost property resulting from fire, theft, wind, floods, or any cause whatsoever, except for damage or loss caused by Landlord's failure to perform a duty or negligent performance of a duty imposed by law.
18. **PETS.** Tenant **MUST** fill out the Pet Rider with management and register their pet with the Community. A \$10.00 (ten) dollar monthly charge, as contained in the section of this Lease entitled "Monthly Charges," will be assessed to Tenant for the approved pet. This fee is treated as additional rent and collectible as rent. A maximum of one pet per household is permitted.
- Tenant is solely responsible for the behavior of their pets. Noisy, unruly or dangerous pets, those commonly known for aggressive behavior (i.e. Dobermans, Rottweilers, Pit Bulls, Wolf Breeds, etc.) as well as exotic pets (snakes, wild animals, etc) will not be allowed in Community. **MANAGEMENT SHALL HAVE THE FINAL DETERMINATION AS TO THE ACCEPTABILITY OF ANY PET.** Failure to abide by the Rules and Regulations of the Community will result in the loss of this privilege. Absolutely no visiting pets allowed.
19. **SNOW REMOVAL.** All snow removal on the site is Tenant's responsibility. Snow and ice shall be removed from all sidewalks, steps, driveways, and patios on the site, but must not be put in the community streets. If the responsibility is neglected, Landlord may do so at Tenant's expense. This added expense is invoiced to Tenants as additional rent and collectible as rent.
20. **WINTERIZING HOME.** Any winterizing of homes such as plastic being used on storm windows, insulating skirting and so forth must be on the interior of the home. Temporary exterior attachments of all types are prohibited. When the home is installed on site, a water supply protection device, such as a heat tape, UL or similarly listed, shall be installed to prevent freezing of service lines, valves, and riser pipes. Tenants are responsible for heat tape. Tenant's



failure to maintain the service lines, valves and riser pipes will result in the Tenant being financially responsible.

21. **RIGHTS OF THE PARTIES TO THIS AGREEMENT.** Landlord reserves the right to vary any rule contained in this agreement at any time. Landlord will provide updated guidelines and or amendments/ changes as needed to the residents in writing by either (1) US mail, (2) email, or (3) posting in the clubhouse for the residents.
22. **LANDLORD'S RIGHT OF FIRST REFUSAL TO PURCHASE.** Tenant has the right to sell his/her Manufactured Home while such home is located in the Manufactured Home Community in accordance with the terms of this Lease and the Community Rules and Regulations. Tenant hereby grants the Landlord the right of first refusal to purchase Tenant's Manufactured Home as provided in this Lease Agreement and the Rules and Regulations. *A month-to-month tenancy will not terminate Landlord's right of first refusal to purchase.* Tenant understands that he is giving this right of first refusal to Landlord in consideration of Landlord entering into this Lease Agreement at the rental rate set forth in this Lease Agreement and upon the other provisions of this Lease Agreement.

Any purchase agreement entered into by tenant must disclose to the prospective purchaser the existence of Landlord's rights under this paragraph. Tenant must give Landlord notice in writing within ten (10) days that it has received a completed purchase agreement. Landlord shall have a ten (10) day option period following its receipt of the notice to elect to purchase Tenant's Manufactured Home upon the same terms and conditions set forth in the purchase agreement.

Landlord's election to purchase the Manufactured Home shall be made by written notice thereof to Tenant prior to the expiration of the option period. In the event Landlord does not elect to purchase Tenant's Manufactured Home, Tenant is permitted to sell the Manufactured Home provided the sale is consummated in strict accordance with the purchase agreement (including the closing date set forth in the purchase agreement) and the sale occurs within 90 days after the expiration of the option period.

If the sale of the Manufactured Home by Tenant does not timely occur, the Landlord's right of first refusal shall reapply to any further purchase agreements of the Tenant's Manufactured Home. Landlord may seek injunctive relief to enforce this provision if Tenant fails to strictly comply and any purchase agreement or sale entered into violation of this provision shall be null, void and of no force or effect.

**Tenant understands that violating any provision of this agreement or the lease agreement is grounds for termination pursuant to MCL 600.5714. Tenant further understands that if any provision in this agreement is termed unenforceable it will not affect the remaining terms of this agreement.**



**(586) 739-3410**

### **Important Shelby Township Phone Numbers**

Police Department	(586) 731-2121
Fire Department	(586) 731-3476
Department of Public Works (DPW)	(586) 731-5990
Township Office	(586) 731-5100
Senior Center	(586) 739-7540
Library	(586) 739-7414
Parks and Recreation	(586) 731-0300
41-A District Court	(586) 739-7325
Utica Community Schools	(586) 797-1000
Dresden Elementary School	(586) 797-4500
Eppler Junior High School	(586) 797-2900
Utica High School	(586) 797-2200