

# **MHP ADVISORY BOARD AGENDA**

Date: Tuesday March 22, 2022

Time: 2 PM

Location: LNSMHP Clubhouse

Call to Order: 2 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes: February 20th, 2022

Approval of Agenda

Public Comments

Board Comments

Business:

- Rules and Regulations for 2022
- Lease Changes
- Rental Rate
- Consumer Price Index
- Meeting time
- Resignation Letter from Gwen Reckinger
- Review Project List

Close:

- Next Meeting Date: April 14<sup>th</sup>, 2022 at 6pm
- Public Comment
- Board Comment
- Adjournment

**LEXINGTON NORTH SHORES MOBILE HOME PARK  
ADVISORY BOARD MEETING MINUTES  
2/20/2022 - CLUBHOUSE**

**DRAFT**

**CALL TO ORDER:** By Chairperson Judi Resk at 2:00 PM

**ROLL CALL:**

Present: Judi Resk, Kathy DeCoster, Peggy Moran, Ed Jerosz

Absent: Tootie Reckinger; Tracy Zysk

Others: Allie Sutton, Assistant Village Manager; Judy Vandewarker, Recorder, and two residents

**PLEDGE OF ALLEGIANCE TO THE FLAG:** Members and audience

**APPROVAL OF MINUTES:** Minutes of the meeting of 12/8/2021 were approved as presented on a motion by DeCoster, seconded by Moran, and carried with all ayes.

**APPROVAL OF AGENDA:** The agenda was approved on a motion also by DeCoster and seconded by Moran, after shuffling items to be addressed so that "Lights for the Clubhouse" and "Secretary for the Ad Hoc Committee" are discussed first. The motion carried with all ayes.

**PUBLIC COMMENT:** None

**BOARD COMMENT:** None

**BUSINESS**

Lights for Clubhouse

Committee members reviewed all quotes and options. DeCoster, supported by Jarosz, made a motion to purchase 2 motion lights and bulbs, at a cost not to exceed \$200, which passed with all ayes on a roll call vote.

Jarosz, supported by DeCoster, made a motion to accept McNaulty's bid, not to exceed \$470, for the installation of the lights (labor included). This also carried with all ayes on a roll call vote.

Approval of Secretary for Ad Hoc Committee

Jarosz made the motion to have minutes taken for ad-hoc committee meetings at a rate of \$35.00/meeting. This was seconded by DeCoster and carried with all ayes on a roll call vote.

#### Playground UpDate

Resk referred to new information she put into the agenda packets. She reminded everyone that we are after a slide first, and hope to add pieces bit by bit, as funds allow, hopefully with some grant money. She has been told that regulations are expected to become more rigid, especially those covering ADA and handicapped accessibility.

Parks & Rec are working on a five year plan. Jarosz encouraged contacting them soon to see if we can work with them on obtaining some grant money and equipment. Resk agreed to contact Mike Macheri and/or attend a meeting to learn more and will report back at our next meeting.

#### Rules & Regulations Review Committee

DeCoster and Sutton reviewed changes they recommend be made to the Rules & Regulations document in an effort to clarify language without treading on Ordinance wordage. Final review is expected to take place at the next meeting.

#### Update on Old Projects

- Resk volunteered to talk to Chris Heidon about walkway mats for the beach.

**PUBLIC COMMENT:** None

**BOARD COMMENT:** None

**ADJOURNMENT:** Meeting was adjourned at 3:30 PM on a motion by Jarosz, seconded by Moran, and carried with all ayes.

Next Meeting: 2:00 PM Thursday, March 10, 2022, in the Club House.

Respectfully submitted:  
Judy Vandewarker, Recorder

2/17/2022

PERIOD ENDING 02/28/2022

GL NUMBER	DESCRIPTION	2021-22		2021-22		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDT USED
		ORIGINAL BUDGET	AMENDED BUDGET	02/28/2022 NORM (ABNORM)	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	NORM (ABNORM)	BALANCE NORM (ABNORM)				
Fund 595 - LEX MOBILE HOME PARK												
Revenues												
Dept 000												
595-000-520.000	MHPK RENT REVENUE	708,500.00	708,500.00	473,680.64	473,680.64	59,357.64	234,819.36	66.86				
595-000-525.000	MHPK WATER REVENUE	63,775.00	63,775.00	42,672.84	42,672.84	5,345.76	21,102.16	66.91				
595-000-530.000	MHPK SEWER REVENUE	44,098.00	44,098.00	29,505.77	29,505.77	3,696.28	14,592.23	66.91				
595-000-535.000	MHPK RUBBISH REVENUE	27,312.00	27,312.00	18,274.63	18,274.63	2,289.32	9,037.37	66.91				
595-000-662.000	PENALTIES-LATE FEES	0.00	0.00	1,645.00	1,645.00	210.00	(1,645.00)	100.00				
595-000-665.000	INTEREST EARNED	0.00	0.00	9.24	9.24	1.13	(9.24)	100.00				
595-000-671.500	MISC ACCT OF REVENUE	1,000.00	1,000.00	1,209.58	1,209.58	300.00	(209.58)	120.96				
595-000-671.595	Hall Rental MHP	200.00	200.00	485.00	485.00	105.00	(285.00)	242.50				
Total Dept 000		844,885.00	844,885.00	567,482.70	567,482.70	71,305.13	277,402.30	67.17				
TOTAL REVENUES		844,885.00	844,885.00	567,482.70	567,482.70	71,305.13	277,402.30	67.17				
Expenditures												
Dept 595 - MOBILE HOME PARK												
595-595-699.940	ADMINISTRATIVE REIMBURSEMENT	41,069.00	41,069.00	27,379.36	27,379.36	3,422.42	13,689.64	66.67				
595-595-702.400	TR PARK MANAGER/CLERICAL	7,725.00	7,725.00	1,691.03	1,691.03	0.00	6,033.97	21.89				
595-595-702.420	MHP MANAGER	30,000.00	30,000.00	16,018.15	16,018.15	1,618.48	13,981.85	53.39				
595-595-702.425	MHP MANAGER OVERTIME	0.00	0.00	103.27	103.27	0.00	(103.27)	100.00				
595-595-703.600	DPW WAGES	8,000.00	8,000.00	9,700.65	9,700.65	580.62	(1,700.65)	121.26				
595-595-704.100	MATCH - SOCIAL SECURITY	3,743.00	3,743.00	2,104.65	2,104.65	168.25	1,638.35	56.23				
595-595-704.200	BLUE CROSS	50,000.00	50,000.00	17,444.08	17,444.08	1,325.73	32,555.92	34.89				
595-595-704.201	OPEB EXPENSE	8,750.00	8,750.00	0.00	0.00	0.00	8,750.00	0.00				
595-595-704.250	RETIREES HEALTH INSURANCE	6,620.00	6,620.00	2,103.30	2,103.30	233.70	4,516.70	31.77				
595-595-704.300	LIFE INSURANCE	500.00	500.00	277.38	277.38	27.56	222.62	55.48				
595-595-704.400	PENSION	1,700.00	1,700.00	1,597.71	1,597.71	123.47	102.29	93.98				
595-595-704.401	AXA EQUITABLE MATCH	2,800.00	2,800.00	1,560.20	1,560.20	176.51	1,239.80	55.72				
595-595-704.500	MICH EMP SEC COM	340.00	340.00	202.69	202.69	69.27	137.31	59.61				
595-595-704.550	WORKERS COMP INSURANCE	2,398.00	2,398.00	2,481.54	2,481.54	83.82	(83.54)	103.48				
595-595-727.000	POSTAGE	600.00	600.00	700.00	700.00	200.00	(100.00)	116.67				
595-595-728.000	COMPUTER-HARDWARE-SOFTWARE	0.00	0.00	673.47	673.47	0.00	(673.47)	100.00				
595-595-740.000	SUPPLIES	2,500.00	2,500.00	4,221.40	4,221.40	605.09	(1,721.40)	168.86				
595-595-740.700	DPW EQUIPMENT	11,548.00	11,548.00	3,644.89	3,644.89	163.46	7,903.11	31.56				
595-595-746.000	LOT PADS	25,000.00	25,000.00	12,707.50	12,707.50	0.00	12,292.50	50.83				
595-595-770.000	RUBBISH EXPENDITURES	33,000.00	33,000.00	23,273.25	23,273.25	3,055.36	9,726.75	70.53				
595-595-801.000	ELECTRIC-DETROIT EDISON	2,500.00	2,500.00	1,261.95	1,261.95	176.93	1,238.05	50.48				
595-595-802.000	HEAT-SEMCO ENERGY	1,100.00	1,100.00	828.40	828.40	290.42	271.60	75.31				
595-595-803.000	PHONE	3,200.00	3,200.00	2,295.90	2,295.90	290.69	904.10	71.75				
595-595-805.000	ADVERT/PUBLICATIONS	600.00	600.00	587.53	587.53	50.00	12.47	97.92				
595-595-810.000	MEMBERSHIP/DUES	0.00	0.00	846.00	846.00	0.00	(846.00)	100.00				
595-595-811.000	LEGAL	7,000.00	7,000.00	560.00	560.00	0.00	6,440.00	8.00				
595-595-814.000	TRAFFIC / STREET LIGHTS	2,025.00	2,025.00	1,176.00	1,176.00	168.00	849.00	58.07				
595-595-820.000	CONTRACTED SERVICES	12,000.00	12,000.00	13,845.50	13,845.50	35.00	(1,845.50)	115.38				
595-595-822.000	IMPROVEMENT	3,000.00	3,000.00	150.00	150.00	0.00	2,850.00	5.00				
595-595-824.500	EQUIPMENT	0.00	0.00	87.41	87.41	0.00	(87.41)	100.00				
595-595-829.000	TRAILER PARK - TAXES	38,000.00	38,000.00	35,733.41	35,733.41	430.00	2,266.59	94.04				
595-595-910.000	LIABILITY INSURANCE	450.00	450.00	234.74	234.74	0.00	215.26	52.16				
595-595-952.000	MHP-CITIZENS LOAN PRINCIPAL	60,351.00	60,351.00	60,350.57	60,350.57	0.00	0.43	100.00				
595-595-952.500	MHP-CITIZENS LOAN INTEREST	7,923.00	7,923.00	4,653.29	4,653.29	1,460.37	3,269.71	58.73				
595-595-971.000	CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00				
595-595-973.100	WATER-UTILITIES	60,000.00	60,000.00	44,873.05	44,873.05	5,090.24	15,126.95	74.79				
595-595-973.200	SEWER-UTILITIES	43,000.00	43,000.00	32,436.70	32,436.70	3,673.58	10,563.30	75.43				
595-595-999.000	TRANS TO OTHER FUNDS	181,998.00	181,998.00	144,080.00	144,080.00	18,010.00	37,918.00	79.17				

PERIOD ENDING 02/28/2022

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDDT USED
		ORIGINAL BUDGET	AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 595 - LEX MOBILE HOME PARK Expenditures							
Total Dept 595 - MOBILE HOME PARK		679,440.00	679,440.00	471,884.97	41,528.97	207,555.03	69.45
TOTAL EXPENDITURES		679,440.00	679,440.00	471,884.97	41,528.97	207,555.03	69.45
Fund 595 - LEX MOBILE HOME PARK:							
TOTAL REVENUES		844,885.00	844,885.00	567,482.70	71,305.13	277,402.30	67.17
TOTAL EXPENDITURES		679,440.00	679,440.00	471,884.97	41,528.97	207,555.03	69.45
NET OF REVENUES & EXPENDITURES		165,445.00	165,445.00	95,597.73	29,776.16	69,847.27	57.78

Fund 595 LEX MOBILE HOME PARK

GL Number	Description	Balance
*** Assets ***		
595-000-001.800	INVESTMENT-CADRE	53,020.17
595-000-002.000	EASTERN MICHIGAN BANK	1,103,051.11
595-000-015.000	ACCOUNTS RECEIVABLE	4,365.61
595-000-015.200	A/R MISC.	35.00
595-000-015.700	ACCT REC. LATE FEES PENALTIES	1,575.00
595-000-025.000	MHP WATER RENT RECEIVABLE	(7,922.54)
595-000-030.000	ACCRUAL DEPRECIATION	2,823,128.82
595-000-030.150	BUILDINGS	51,238.42
595-000-030.300	DEFERRED OUTFLOW	1,619.00
595-000-031.000	DEFERRED OUTFLOWS	1,054.00
595-000-035.000	MHP RUBBISH REVENUE RECEIVABLE	275.51
595-000-036.000	MHP SEWER REVENUE RECEIVABLE	445.98
595-000-144.000	EQUIPMENT	9,846.73
595-000-264.000	ACCUMULATED DEPRECIATION	(1,809,745.49)
Total Assets		2,231,987.32
*** Liabilities ***		
595-000-204.700	TENANT DEPOSIT	43,649.21
595-000-204.725	TENANT DEPOSIT MAIL BOX KEYS	990.00
595-000-205.000	OPEB OBLIGATION	17,512.00
595-000-205.600	NET PENSION LIABILITY	17,438.00
595-000-251.000	ACCRUED INTEREST PAYABLE	544.95
595-000-260.000	ACCRUED VACATION LEAVE PAYABLE	10,024.45
595-000-300.400	CITIZENS FIRST NOTE PAYABLE	120,701.40
595-000-300.500	DEFERRED INFLOWS	1,524.00
595-000-300.501	DEFERRED INFLOWS OPEB	1,474.00
Total Liabilities		213,858.01
*** Fund Balance ***		
595-000-390.000	FUND BALANCE ACCOUNT	1,871,899.01
595-000-395.000	RETAINED EARNINGS	50,632.57
Total Fund Balance		1,922,531.58
Beginning Fund Balance		1,922,531.58
Net of Revenues VS Expenditures		95,597.73
Ending Fund Balance		2,018,129.31
Total Liabilities And Fund Balance		2,231,987.32

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 595 LEX MOBILE HOME PARK							
02/01/2022			<b>595-595-699.940 ADMINISTRATIVE REIMBURSEMENT</b>		BEG. BALANCE		23,956.94
02/28/2022	GJ	JE	ADMIN. REIMBURSEMENT FEB 2022	2256	3,422.42		27,379.36
02/28/2022			595-595-699.940	END BALANCE	3,422.42	0.00	27,379.36
02/01/2022			<b>595-595-702.400 TR PARK MANAGER/CLERICAL</b>		BEG. BALANCE		1,691.03
02/28/2022			595-595-702.400	END BALANCE	0.00	0.00	1,691.03
02/01/2022			<b>595-595-702.420 MHP MANAGER</b>		BEG. BALANCE		14,399.67
02/02/2022	PR	CHK	SUMMARY PR 02/02/2022		374.34		14,774.01
02/09/2022	PR	CHK	SUMMARY PR 02/09/2022		335.81		15,109.82
02/16/2022	PR	CHK	SUMMARY PR 02/16/2022		500.96		15,610.78
02/23/2022	PR	CHK	SUMMARY PR 02/23/2022		407.37		16,018.15
02/28/2022			595-595-702.420	END BALANCE	1,618.48	0.00	16,018.15
02/01/2022			<b>595-595-702.425 MHP MANAGER OVERTIME</b>		BEG. BALANCE		103.27
02/28/2022			595-595-702.425	END BALANCE	0.00	0.00	103.27
02/01/2022			<b>595-595-703.600 DPW WAGES</b>		BEG. BALANCE		9,120.03
02/02/2022	PR	CHK	SUMMARY PR 02/02/2022		184.68		9,304.71
02/09/2022	PR	CHK	SUMMARY PR 02/09/2022		122.79		9,427.50
02/16/2022	PR	CHK	SUMMARY PR 02/16/2022		193.74		9,621.24
02/23/2022	PR	CHK	SUMMARY PR 02/23/2022		79.41		9,700.65
02/28/2022			595-595-703.600	END BALANCE	580.62	0.00	9,700.65
02/01/2022			<b>595-595-704.100 MATCH - SOCIAL SECURITY</b>		BEG. BALANCE		1,936.40
02/02/2022	PR	CHK	SUMMARY PR 02/02/2022		42.77		1,979.17
02/09/2022	PR	CHK	SUMMARY PR 02/09/2022		35.08		2,014.25
02/16/2022	PR	CHK	SUMMARY PR 02/16/2022		53.15		2,067.40
02/23/2022	PR	CHK	SUMMARY PR 02/23/2022		37.25		2,104.65
02/28/2022			595-595-704.100	END BALANCE	168.25	0.00	2,104.65
02/01/2022			<b>595-595-704.200 BLUE CROSS</b>		BEG. BALANCE		16,118.35
02/17/2022	AP	INV	APRIL 2022 HEALTH INSURANCE	APRIL 2022	1,201.83		17,320.18
02/25/2022	AP	INV	HEALTH INSURANCE FEB 2022	FEB 2022	123.90		17,444.08
02/28/2022			595-595-704.200	END BALANCE	1,325.73	0.00	17,444.08
02/01/2022			<b>595-595-704.250 RETIREES HEALTH INSURANCE</b>		BEG. BALANCE		1,869.60
02/25/2022	AP	INV	RETIREE HEALTH IN. MARCH 2022	MARCH 2022	233.70		2,103.30
02/28/2022			595-595-704.250	END BALANCE	233.70	0.00	2,103.30
02/01/2022			<b>595-595-704.300 LIFE INSURANCE</b>		BEG. BALANCE		249.82
02/02/2022	AP	INV	LIFE INSURANCE FEB 2022	35866323798	27.56		277.38
02/28/2022			595-595-704.300	END BALANCE	27.56	0.00	277.38
02/01/2022			<b>595-595-704.400 PENSION</b>		BEG. BALANCE		1,474.24
02/02/2022	PR	CHK	SUMMARY PR 02/02/2022		22.58		1,496.82
02/09/2022	PR	CHK	SUMMARY PR 02/09/2022		31.94		1,528.76
02/16/2022	PR	CHK	SUMMARY PR 02/16/2022		36.13		1,564.89
02/23/2022	PR	CHK	SUMMARY PR 02/23/2022		32.82		1,597.71
02/28/2022			595-595-704.400	END BALANCE	123.47	0.00	1,597.71
02/01/2022			<b>595-595-704.401 AXA EQUITABLE MATCH</b>		BEG. BALANCE		1,383.69
02/02/2022	PR	CHK	SUMMARY PR 02/02/2022		44.70		1,428.39
02/09/2022	PR	CHK	SUMMARY PR 02/09/2022		36.21		1,464.60
02/16/2022	PR	CHK	SUMMARY PR 02/16/2022		57.88		1,522.48
02/23/2022	PR	CHK	SUMMARY PR 02/23/2022		37.72		1,560.20
02/28/2022			595-595-704.401	END BALANCE	176.51	0.00	1,560.20
02/01/2022			<b>595-595-704.500 MICH EMP SEC COM</b>		BEG. BALANCE		133.42
02/02/2022	PR	CHK	SUMMARY PR 02/02/2022		17.88		151.30
02/09/2022	PR	CHK	SUMMARY PR 02/09/2022		14.68		165.98
02/16/2022	PR	CHK	SUMMARY PR 02/16/2022		22.24		188.22
02/23/2022	PR	CHK	SUMMARY PR 02/23/2022		14.47		202.69
02/28/2022			595-595-704.500	END BALANCE	69.27	0.00	202.69
02/01/2022			<b>595-595-704.550 WORKERS COMP INSURANCE</b>		BEG. BALANCE		2,397.72
02/10/2022	AP	INV	WC. AUDIT OF 7-2020 THROUGH 7/2021	4651206	83.82		2,481.54
02/28/2022			595-595-704.550	END BALANCE	83.82	0.00	2,481.54
02/01/2022			<b>595-595-727.000 POSTAGE</b>		BEG. BALANCE		500.00
02/10/2022	AP	INV	PRE PAID POSTAGE MULTI FUNDS	PR PAID POSTAGE 2	200.00		700.00
02/28/2022			595-595-727.000	END BALANCE	200.00	0.00	700.00
02/01/2022			<b>595-595-728.000 COMPUTER-HARDWARE-SOFTWARE</b>		BEG. BALANCE		673.47
02/28/2022			595-595-728.000	END BALANCE	0.00	0.00	673.47
02/01/2022			<b>595-595-740.000 SUPPLIES</b>		BEG. BALANCE		3,616.31

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
<b>595-595-740.000 SUPPLIES</b>					(Continued)		
02/02/2022	AP	INV	MULTI FUNDS	8136 DUE 2-22-22	200.90		3,817.21
02/02/2022	AP	INV	MULTI FUNDS	8136 DUE 2-22-22	16.40		3,833.61
02/02/2022	AP	INV	MULTI FUNDS	8136 DUE 2-22-22	16.20		3,849.81
02/02/2022	AP	INV	MULTI FUNDS	STMT 192 JAN 202	70.98		3,920.79
02/02/2022	AP	INV	TONER	217658	43.16		3,963.95
02/17/2022	AP	INV	FLOOR CLEANING SUPPLY MHP	4270	257.45		4,221.40
02/28/2022			595-595-740.000	END BALANCE	605.09	0.00	4,221.40
<b>595-595-740.700 DPW EQUIPMENT</b>					BEG. BALANCE		3,481.43
02/28/2022	GJ	JE	DPW EQUIPMENT REIMBURSEMENT FEB 2022	2258	163.46		3,644.89
02/28/2022			595-595-740.700	END BALANCE	163.46	0.00	3,644.89
<b>595-595-746.000 LOT PADS</b>					BEG. BALANCE		12,707.50
02/01/2022			595-595-746.000	END BALANCE	0.00	0.00	12,707.50
<b>595-595-770.000 RUBBISH EXPENDITURES</b>					BEG. BALANCE		20,217.89
02/11/2022	AP	INV	WATER SEWER RUBISH	DUE 2-28-22	3,055.36		23,273.25
02/28/2022			595-595-770.000	END BALANCE	3,055.36	0.00	23,273.25
<b>595-595-801.000 ELECTRIC-DETROIT EDISON</b>					BEG. BALANCE		1,085.02
02/10/2022	AP	INV	MULTI FUNDS	DUE 2-28-2022	176.93		1,261.95
02/28/2022			595-595-801.000	END BALANCE	176.93	0.00	1,261.95
<b>595-595-802.000 HEAT-SEMCO ENERGY</b>					BEG. BALANCE		537.98
02/25/2022	AP	INV	HEAT GAS..	DUE 3-10-22	290.42		828.40
02/28/2022			595-595-802.000	END BALANCE	290.42	0.00	828.40
<b>595-595-803.000 PHONE</b>					BEG. BALANCE		2,005.21
02/10/2022	AP	INV	CELL PHONE	300141181 FEB 202	72.37		2,077.58
02/17/2022	AP	INV	MHP INTERNET	10020175-5 2-2022	52.95		2,130.53
02/17/2022	AP	INV	LAND LINES	1122869	165.37		2,295.90
02/28/2022			595-595-803.000	END BALANCE	290.69	0.00	2,295.90
<b>595-595-805.000 ADVERT/PUBLICATIONS</b>					BEG. BALANCE		537.53
02/02/2022	AP	INV	MULTI FUNDS	8136 DUE 2-22-22	50.00		587.53
02/28/2022			595-595-805.000	END BALANCE	50.00	0.00	587.53
<b>595-595-810.000 MEMBERSHIP/DUES</b>					BEG. BALANCE		846.00
02/28/2022			595-595-810.000	END BALANCE	0.00	0.00	846.00
<b>595-595-811.000 LEGAL</b>					BEG. BALANCE		560.00
02/28/2022			595-595-811.000	END BALANCE	0.00	0.00	560.00
<b>595-595-814.000 TRAFFIC / STREET LIGHTS</b>					BEG. BALANCE		1,008.00
02/10/2022	AP	INV	ORNAMENTAL STREET LIGHTS	910040652729 MRC2	168.00		1,176.00
02/28/2022			595-595-814.000	END BALANCE	168.00	0.00	1,176.00
<b>595-595-820.000 CONTRACTED SERVICES</b>					BEG. BALANCE		13,810.50
02/25/2022	AP	INV	MHP MTG 2-10-22	MHP MTG 2-10-22	35.00		13,845.50
02/28/2022			595-595-820.000	END BALANCE	35.00	0.00	13,845.50
<b>595-595-822.000 IMPROVEMENT</b>					BEG. BALANCE		150.00
02/28/2022			595-595-822.000	END BALANCE	0.00	0.00	150.00
<b>595-595-824.500 EQUIPMENT</b>					BEG. BALANCE		87.41
02/28/2022			595-595-824.500	END BALANCE	0.00	0.00	87.41
<b>595-595-829.000 TRAILER PARK - TAXES</b>					BEG. BALANCE		35,303.41
02/17/2022	AP	INV	MHP TAX JAN 2022	JAN 2022	430.00		35,733.41
02/28/2022			595-595-829.000	END BALANCE	430.00	0.00	35,733.41
<b>595-595-910.000 LIABILITY INSURANCE</b>					BEG. BALANCE		234.74
02/28/2022			595-595-910.000	END BALANCE	0.00	0.00	234.74
<b>595-595-952.000 MHP-CITIZENS LOAN PRINCIPAL</b>					BEG. BALANCE		60,350.57
02/28/2022			595-595-952.000	END BALANCE	0.00	0.00	60,350.57
<b>595-595-952.500 MHP-CITIZENS LOAN INTEREST</b>					BEG. BALANCE		3,192.92
02/25/2022	AP	INV	MHP INTEREST	541450	1,460.37		4,653.29
02/28/2022			595-595-952.500	END BALANCE	1,460.37	0.00	4,653.29
<b>595-595-973.100 WATER-UTILITIES</b>					BEG. BALANCE		39,782.81



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## GL ACTIVITY REPORT FOR VILLAGE OF LEXINGTON

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User: SHELLEY

TRANSACTIONS FROM 02/01/2022 TO 02/28/2022

DB: Village Of Lexington

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
<b>595-595-973.100 WATER-UTILITIES</b>					(Continued)		
02/11/2022	AP	INV	WATER SEWER RUBISH	DUE 2-28-22	5,090.24		44,873.05
02/28/2022			595-595-973.100	END BALANCE	5,090.24	0.00	44,873.05
<b>595-595-973.200 SEWER-UTILITIES</b>					BEG. BALANCE		28,763.12
02/11/2022	AP	INV	WATER SEWER RUBISH	DUE 2-28-22	3,673.58		32,436.70
02/28/2022			595-595-973.200	END BALANCE	3,673.58	0.00	32,436.70
<b>595-595-999.000 TRANS TO OTHER FUNDS</b>					BEG. BALANCE		126,070.00
02/28/2022	GJ	JE	MHP ALLOCATION FEB 2022	2257	18,010.00		144,080.00
02/28/2022			595-595-999.000	END BALANCE	18,010.00	0.00	144,080.00
TOTAL FOR FUND 595 LEX MOBILE HOME PARK					41,528.97		471,884.97

# Lexington North Shores

## Rules and Regulations

Effective July 1, 2022 approved by Council \_\_\_\_\_

These Rules and Regulations govern the Lexington North Shores Mobile Home Community and are prepared in accordance with the Village of Lexington to provide all tenants residing in the Park, with reasonable and responsible guidelines to follow. The Park has been instructed by the Village of Lexington and the State of Michigan to enforce these Rules and Regulations in a fair, nondiscriminatory uniform manner.

To govern the policies and procedures stated in the Park Rules and Regulations, the Village of Lexington has adopted the following procedures for all violations that are consistent with the Village Ordinance Grade A violations and enforcement timeline. Violations will follow the table below unless otherwise specified by the Village Ordinances:

**1<sup>st</sup> Written Notice 10 days are given for resident to correct problem, if not corrected then**

**2<sup>nd</sup> Written Notice and a \$50.00 fine. Residents have 5 more days to correct problem and still must pay fine**

**3<sup>rd</sup> Written Notice and a \$100.00 fine. Residents have 5 more days to correct problem and still must pay fine**

**4<sup>th</sup> Written Notice and \$250.00 fine. Review and make determination for possible eviction**

It is expected that all residents will correct the violation within the amount of time noted. Failure to correct the violations, recurrent violations or continual violations will lead to eviction proceedings. Should a fine be placed on a violation the resident will have 30 days to pay it, any payment received late will be assessed a late fee. Any violations that receive a written warning will be kept on file as part of a permanent record and may result in fines depending on whether the rule or regulation has been cited in the past.

These rules are for the benefit of the residents in the community. Not every situation can be predetermined therefore, it is important that a sense of cooperation and respect for neighbors and their property be respected. There is also an expectation that each resident will conform to the community standards and rules.

The Mobile Home Buyers and Residents Handbook explains the Michigan Mobile Home Commission Act and your rights and responsibilities. A copy is available in the Village Office for your review or help online at <https://michiganlegalhelp.org>

## **Rent Rates**

Rent rates for lots are available at the Village Office. Rent rates will be reviewed yearly based on the Bureau of Labor standards table for consumer price index (CPI) for Midwest Urban Class. Rent rates will be increased based on the Bureau of Labor standard table.

The rent adjustment will not exceed the CPI percentage change for the December-to-December period ending 12/31 of the prior year. The percentage difference will be applied to the base rent and will be effective July 1<sup>st</sup> of each year. Tenants will be notified 30 days prior to rent change.

Utilities include water, sewer, garbage and recycling pickup. Utility rates may change at any time with a 30-day written notice.

## **Application for Residency**

All persons (18 years of age and older) desiring to purchase a mobile home, lease a lot, or reside in the park must first apply for residency and be approved by the Landlord prior to occupying the mobile home. A non-refundable application fee of \$50 per person (18 years of age and older) is required. A criterion for nonqualified applicants includes the following:

- A. Unsatisfactory credit history, proof of income or criminal background check.
- B. Previous eviction from this Park or any other rental community.
- C. Previous non-compliance with the Park Rules.
- D. Refusal to comply with the Rules and Regulations or to sign a Lease Agreement.
- E. Failure to meet mobile home standards for occupancy ratios of:
  - 1. 1 bedroom home — 2 occupants (Maximum)
  - 2. 2 bedroom home — 4 occupants (Maximum)
  - 3. 3 bedroom home — 6 occupants (Maximum)

## **Security Deposit**

- A. All new tenants will be required to pay a security deposit equal to one month's rent.
- B. A security deposit is required in addition to the first month's rent at the time of the Lease Agreement being signed. The deposit will be returned when the tenant leaves the Park and:

1. Mobile is in compliance with Michigan Mobile Home Laws and the Rules and Regulations of this Park.
2. All arrearages, if any, have been paid in full.
3. The lot is inspected by the Landlord and is in neat and clean condition free of debris. If the lot is unacceptable the Landlord will make arrangements for the lot to be cleaned and the charge will be deducted from the Security Deposit.
4. A written release is signed by Landlord and the Tenant.

### **Financial and Legal Responsibilities**

- A. Rent is due by the 5<sup>th</sup> of the month. A late fee of \$35 will be added to the rental amount on the 15<sup>th</sup> and will be due that month with the rent payment. Nonpayment by the 15<sup>th</sup> of month will result in written legal notice.
- B. All payments must be made by personal check, cashier's check, money order, or auto withdraw through the Village office.
- C. A charge of \$35.00 for non-sufficient fund checks will be applied. If two NSF checks are received during the lease, future payments by personal check will not be allowed. The tenant must pay by a cashier's check or money order.

### **Utilities**

- A. Before purchase/occupancy of any existing or new mobile home, it must be in compliance with the Village Zoning Rules and Regulations. Water lines, sewer lines, electric, and gas must be hooked up within 30 days by a licensed and insured contractor. One may not occupy a mobile home until ALL utilities are CONNECTED and a permit to occupy is issued.
- B. Mobiles not equipped with heat tape must notify the village to have the water shut off at the curb box, and are responsible to have their plumbing, and village riser winterized from October 31, thru April 15. Winterizing the riser will consist of removing the cross fitting, or upper plug fitting, and pumping the water out of the line below frost level. After the water has been removed from the line it shall be filled with non-toxic RV antifreeze and the removed fittings are to be reinstalled. If there is any freeze damage to the water lines and OR to the riser, the repair will be at the expense of the resident, both above and below ground level. The Landlord reserves the right to discontinue water service to the home. If the water needs to be turned off in an emergency, due to tenant negligence or non-compliance with the park rules, there will be a fee of \$50 to shut off and \$50 to turn on after all repairs are made. Tenants will not be allowed to turn on or shut off their water at the curb box. All mobiles must permit access to the risers for emergency purposes. Starting January 1, 2020 all new mobiles, as well as

- mobiles that receive plumbing alterations, must install a shutoff valve at the riser, before the plumbing to the mobile begins.
- C. The Village Office must be notified when the mobile home is winterized each year.
  - D. All curb boxes must be exposed, and easily accessible by village staff. Grass, dirt, cement, decks, porches, or any other elements may not cover them, nor hinder its access or use.
  - E. Tenants shall be responsible for repairs and connection to utilities which include the following:
    - 1. Electric wiring from the breaker at the electric pedestal to the home.
    - 2. Sewer connection from the sewer cleanout to the home.
    - 3. Water connection from the riser to the home. (If damage is caused by the tenants neglect beyond the riser, it is the tenant's responsibility for any and all repairs, above or below ground.
    - 4. Gas connection from the gas shut off valve to the home.
  - F. The tenant shall maintain electrical, sewer, water, and gas lines in a safe and leak proof condition. There shall be no alterations to any utility lines or equipment by any tenant. A licensed contractor must work on these utilities.
  - G. Tenants should not dispose of sanitary napkins, disposable diapers, wipes, or other nondegradable items by flushing them down the toilet. The tenant will be responsible for cleaning a blockage to the sewer line.
  - H. Relocation of any utility is the expense of the tenant when requesting the relocation.

### **Mobile Home Guidelines**

- A. Prior to a replacement of any mobile home with another, the tenant must submit an application to the Landlord for approval to move the old mobile home off and the new mobile home onto the site. (if any state permits are required those will be at the expense of the tenant)
- B. No tenant may sublet his/her mobile home, take in boarders, or permit anyone other than persons or pets listed on their Lease Agreement to live on the premises. Additional persons listed on the lease will be subject to a background check and approval by the Landlord. Mobile homes may not be rented, loaned, or used by anyone for any purpose other than granted in the Lease. No tenant may own more than one mobile at a given time. Exceptions may be made to those tenants in the process of selling a mobile.
- C. All mobile homes new to the Park must be a minimum of 600 sq. ft (exceptions may be granted for Park Model Units). Mobiles must be HUD approved. If the mobile is older than 10 years, a licensed Mobile Home Inspector must inspect it before entering the Park. All required repairs must be made, and a re-inspection done before occupancy or being moved into the Park.
- D. Each tenant must carry adequate "Fire and Extended Coverage"(\$100,000) insurance on his/her mobile home and must maintain reasonable general

- public liability insurance. Each tenant will be required to provide proof of insurance to the Landlord when the policy renews each year.
- E. Each mobile must be equipped with a fire extinguisher, a centrally located smoke detector, and a smoke detector in each bedroom.
  - F. Any mobile coming into the park must have gutters installed. Also, if a mobile is going to be moved from one site to another in the park, gutters must be installed on the mobile 30 days after it has been moved. Gutters shall have downspouts directed to the road.
  - G. The Village Office must be supplied with a copy of the title for proof of ownership.
  - H. Whenever there is a change in ownership of a mobile home, the new owner must submit an application to the landlord for approval. A credit **AND** background check will be required. Should the original owner entrust the mobile to a friend/relative, they must be approved to live in the Park, if they are not then they must sell or remove the trailer per state.
  - I. A tenant's shed must meet all set-back and zoning requirements and must not exceed a total of 80 sq. feet. Its placement shall not block utilities or access to underneath the trailer. The use of one shed is recommended but if for some reason setbacks cannot be met and 80 square feet is not exceeded an additional shed may be allowed.
  - J. Metals sheds shall no longer be used in the park, when replacing a shed, it must be of some other material, i.e.: vinyl.
  - K. Every home shall have a numerical lot number on the exterior easily visible from the road.
  - L. All mobile homes should be properly maintained. Tenants are required to keep trailers updated and consistent with the Park's vision; aesthetics and appeal.
    - a. Making sure HUD approved electrical
    - b. Lap siding
    - c. Pitched Roof
  - M. The storage of items in an unsightly manner is prohibited. There is no covered storage of any kind (i.e. tarps).
  - N. Conducting a noticeable commercial business from any residence in the park is prohibited
  - O. Only collapsible or umbrella type clotheslines are permitted in the park. Placement shall be near the rear of the lot and must be collapsed after use.
  - P. Utility trailers, pop-up campers and pickup campers are not allowed to be in the park. A tenant, however, may erect a tent on their lot for use for up to 48 hours.

## Home Site

Any changes or additions to the home or site, must comply with Village Zoning Rules and Regulations. Please contact the Landlord and/or the Zoning Administrator before making any changes or additions. Please keep an alternate number on file, if there is an issue and Village Official cannot reach you, they may contact the alternative number in regard to your lot.

Please refer to Sec. 5.7-5.10 and Sec 34-106 through 34-109 of the Village of Lexington Zoning and Code of Ordinances.

1. ORD- Obstructions- there shall be no obstructions of any form within ten (10) feet of the adjacent mobile home, including an attached structure that may be used for living space.
2. ORD- Mobile homes must be kept in a well-maintained condition. The lot shall be kept neat, mowed and clear of debris. Grass cannot be any taller than 6 inches high.
3. ORD- The storage of flammable, combustible or hazardous material under the mobile home is prohibited. The use of ancillary propane, fuel oil, or kerosene heaters in the mobile home is prohibited. Propane cylinders for outdoor grills are allowed.
4. ORD- Air conditioners must be in good condition and free of rust, loose covers and faulty connections. All window and wall units must be self-supported. (ie: metal bracket attached to trailer)
5. ORD- No outside aerials or towers are permitted. Satellite dishes and digital antennas up to 24" in diameter attached to the mobile are permissible.
6. ORD- No windows or doors should be covered with foil, paper, cardboard or metal.
7. ORD- Free standing steps must be constructed of pre-cast concrete, vented fiberglass, metal or treated lumber and must include handrails. A permit is required for new/or replacement steps. Steps installed in conjunction with a new set up are included in the original permit.
8. ORD- Ice and snow removal from sidewalks and driveways is the sole responsibility of the tenant.
9. ORD- Decks and porches must be of a design approved by the Village and shall include a handrail. A permit is required.
10. ORD- Screened-in porches must be factory installed and readily removable. A permit is required.
11. ORD- A temporary canopy may be erected for recreational use only. It may be not be used for a sleeping area. The canopy must be removed when the tenants are not in residence.
12. ORD- Children's swing sets are not permitted.

13. ORD- Skirting is required on all mobiles and must be kept well maintained. The skirting may be of aluminum or vinyl and must be installed within 30 days of the installation of the mobile.
14. ORD- Spray painting of any kind is expressly prohibited
15. ORD- All renovations or repairs of a mobile must be completed by a licensed contractor. (All contractors must be registered with the Park Manger prior to doing any work.)
16. ORD- Campfires shall be in an enclosed fire pit which must have a lid and be a minimum of four feet (4') from any mobile. There shall be no open fires. Fireworks are not allowed anywhere in the park or beach areas. (All recreational firepits need Lexington Fire Department approval, they must be in an enclosed firepit and placed safely from all structures. Must be in compliance with Village burning ordinances.)
17. ORD- Blight- An ordinance to prevent, reduce or eliminate blight, blighting factors or causes within the Village of Lexington.

### **Remodeling/Construction Per Village Zoning Ordinance**

1. Mobile Home Parks shall be subject to a preliminary site plan review per the requirements and in accordance with PA 96 of 1987, as amended.
2. Any work done to the exterior (siding, painting, trim...) of the mobile shall be approved by the LNS Manager. If the manager does not approve of the renovation, the tenant may appeal the changes to the Advisory Board.

### **Landscaping**

The Following Rules are Per Village Zoning Ordinance  
(See Sec. 5.7.5-5.7.6 of Zoning Ordinance)

5.7.5. Mobile home parks shall be landscaped as follows:

1. If the mobile home park abuts an existing residential development, the park shall be required to provide screening along the park boundary abutting the residential development.
2. If the park abuts a non-residential development, the park need not provide screening.
3. In all cases, however, a park shall provide screening along the park boundary abutting a public right-of-way.
4. The landscaping shall consist of evergreen trees or shrubs a minimum three (3') feet in height and should be spaced so they provide a continuous screen at maturity. Alternative screening devices may be utilized if they conceal the mobile home park as effectively as the required landscaping described above.



5.7.6. Mobile Home Lots (individual) shall be landscaped as follows:

1. Small shrubbery and flowers and/or flowerpots are allowed. Any/all shrubbery, flowers, the lawn etc. must be maintained by the tenant. (plantings shall not impair vision from roadway)
2. The planting of a tree requires an approval from the Park Manager who may seek the advice of the Village's environmental committee for location as well as species. Miss Dig must be called prior to the placement of a tree. If the tenant fails to phone, any/all damage to underground utilities shall be the sole responsibility of the tenant.
3. Hardscape landscaping in the park (i.e., Driveways, sidewalks, paver paths, paver or concrete patios) are permitted only with a Land Use Permit and an approved site plan. The resident assumes responsibility for repairs if it interferes with the Village's ability to maintain utilities. The village will do within reason whatever necessary to avoid damages to the resident's property and can assist with repairs within reason. Prior to any digging or prep work for landscaping Miss Dig must be called to identify all the underground utilities. If the tenant fails to phone, and damage to the underground utilities occurs it shall be the sole responsibility of the tenant.
4. Dumping of any refuse over the bluff is prohibited. (including leaves and grass clippings)

5.7.7. Mobile Home Parks shall be subject to preliminary site plan review per the requirements and in accordance with PA 96 of 1987, as amended.

5.7.8. A permit shall not be required for the construction or erection of canopies or awnings which are open on three (3) sides. A Land Use Permit and a building permit shall be required before the construction of any screened, glassed in, or otherwise enclosed awning or canopy attached to the mobile. The setback requirement for enclosed and attached structures from an adjacent hard wall is ten (10) feet.

5.7.9. Set Back Requirements

District	Front	Side	Rear	Other
Mobile Home	10 feet to the street	10 feet to the next mobile	4 feet to the rear P/L	
Sheds	10 feet to the street	4 feet to the next mobile	4 feet to the rear P/L	Not to exceed 80 sq. ft.

Deck	10 feet to the street	4 feet to the next mobile	4 feet to the rear P/L	On double frontage lots: front 10 ft. from the street; side 4ft. from the street
Club House	25 feet	10 feet	15 feet	Height: not to exceed 35 ft.

### **Garbage Pickup**

- A. Rubbish and trash must be placed in garbage bags and put in a covered container at the curbside no earlier than 12:00 P.M. the day before pick up and no later than 6:00 A.M. the day of pick up. The empty containers must be removed from curb side no later than 12:00 P.M. the day after pick up. Any large article to be picked must be prearranged with the garbage company in advance. (877)609-6753
- B. Yard waste must be placed in cans or containers clearly marked with an "X", or in brown compost bags. Pickup is every Monday beginning with the first Monday in April through November.
- C. Recyclables will be picked up each Monday also. Please place the bin alongside the other garbage receptacles. It will be emptied and left for continued use.
- D. Dates of pickup may be subject to change due to holiday schedules or a change to hauler contract – tenants would be notified

### **Mail Delivery**

All tenants are provided with an individual mailbox which requires a \$10 deposit. The maintenance of the mailbox is the sole responsibility of the Landlord. It is necessary for the tenants to contact the Landlord for any repairs. In the event of lost keys, the Landlord will replace the lock on the tenant's mailbox for a charge of \$50, which covers the cost of the lock, installation, and 1 new key.

### **Conduct**

- A. Tenants are responsible for their conduct and damage caused or created by themselves, members of their household, or that of their guests on any property within the Park.
- B. Quiet time is from 11pm-8:00am. Exceptions may be made with permission of manager, i.e.: construction

- C. If the Police are called to a residence 3 or more times within a 12-month period for a complaint against the tenant, members of their household, or their guests, the tenants will be subject up to and including eviction
- D. ORD - The curfew for Minors under the age of 17 is 11:00pm to 6:00am, pursuant to the Village Ordinance section 38-71.

### **Selling or Transferring Mobile Homes**

- A. In order for mobiles to be sold or transferred to another approved resident and remain in the Mobile home Park, it must pass a home inspection, and an "Application to Sell Mobile Home" form must be completed, submitted, and approved by the village manager. all inspections must be performed by a licensed and certified home inspector and performed within 3 months of the closing of the home. If the home inspection fails, another inspection is required within 30 days. Signed documentation from the certified home inspector indicating completion of a passed inspection must be submitted to village before the closing transaction of the home, or the title of the home is transferred, whatever event occurs first. If the unit does not pass inspection within 90 days of the first application, the mobile home must be removed from the park at the owner's expense
- B. In order for a mobile to be added to the For-Sale listing in the village office, an application for sale must be completed and approved by the village manager.
- C. Prospective buyers must first fill out an application at the Village Office and be approved to reside in the Mobile Home Park before completion of the sale. Should the home be vacant while in the process of selling, the owner is responsible for all maintenance and rent.
- D. Land contracts, rent with the option to buy or similar transactions are NOT allowed!
- E. Before occupancy, the purchaser must pay the first month's rent and the security deposit (equal to one month's rent).

### **Vehicle Regulations**

- A. All vehicles must be parked off the streets and within lot lines. Only 2 vehicles allowed to park on a single lot, 3 vehicles on a corner lot, a lot and a half, and a double lot (only if room permits, vehicles still must be parked within lot lines) Written permission by a tenant to allow others to park on their lot is required. Written, signed, and dated documentation must be submitted to the village office during office hours and before parking begins. Parking on another tenant's lot without permission is prohibited! Written permission to park on another tenant's lot is required. Temporary parking in front of a lot that is vacant is only allowed by permit.
- B. Speed limits are posted! Any tenant receiving 2 warnings for exceeding the speed limit within a 6-month period is subject up to and including eviction. The

Landlord will issue a warning letter to the resident of the lot to which the speeder is residing and/or visiting. Remember to caution your guests about speed limit.

- C. Heavy mechanical work on vehicles in the park is prohibited. Minor maintenance, except oil or other fluid exchanges, is allowed.
- D. All vehicles parked in the Park must have a valid license plate.
- E. Trailers of any sort, are not allowed to be stored or parked in the park
- F. Lights and reflectors must be used on all non-motorized vehicles.
- G. The use of dirt bikes, snowmobiles, go carts and non-license non permitted golf carts are prohibited in the Park.
- H. Trucks weighing over one ton are prohibited from being parked onsite or in any other designated parking areas in the park.
- I. No overnight parking of commercial vehicles or contractor's equipment unless approved by the Landlord for a limited period of time and a permit is issued.
- J. Golf carts are allowed if they are licensed by the Secretary of State and insured, or have a permit issued from the Village of Lexington police department. Operators must have a valid Driver's License.

### **Beach Conduct**

Access to the beach is only permitted along the paved footpath or the bluff stairways. No one is allowed to climb the bluff for any reason. No lifeguard is on duty, residents and visitors swim at their own risk.

- A. The beach is closed between the hours of 11pm and 6:00am.
- B. Fires are not allowed on the beach.
- C. No child under the age of 12 should be permitted to use the beach without adult or guardian supervision.
- D. Glass containers and bottles are prohibited on the beach. A designated litter barrel is to be used for all litter.
- E. A buffer of 100 ft. created by a watercraft must exist between any swimmer and the use of any watercraft. Overnight storage of watercraft on the beach is prohibited.
- F. No pets are allowed on the beach above the high-water mark.
- G. Storage sheds or structures of any kind are not allowed on the beach.

### **Pets**

- A. House pets are the only animals allowed in the Park. Pets must be registered with the Village Office and need to be listed on the Lease.
- B. All pets must be properly inoculated. A current shot record must be kept on file with the lease.

- C. Two pets per household will be permitted.
- D. No animal shall be housed or penned outdoors. Animal shelters, houses and pens are prohibited. Visiting pets are the responsibility of the tenant and must be registered with the Village Office if it is there for more than seven days.
- E. All pets, including cats, must be on a leash at all times when outside of the mobile home. No pets are allowed to remain outside unattended.
- F. Animals are not allowed on the beach (above the high-water mark) or on the playground.
- G. Any animal that has bitten or attacked a person within the Park, shall be immediately removed from the Park permanently.
- H. All pet owners must immediately remove droppings deposited by their pets in a sanitary manner.

### **Clubhouse Use**

The clubhouse may be rented by residents for a \$40 rental fee plus a \$100 deposit. The deposit will be refunded if hall is cleaned up after use. Reservations can be made at the Village Office.

### **CAUSE FOR TERMINATION OF LEASE REVISED JUDICATURE ACT OF 1961 (EXCERPT)**

Act 236 of 1961 of the Mobile Home Park Commission Acts.600.5775 "just cause" required for termination of tenancy; "just cause" defined; change of rental payments or terms or conditions of tenancy.

#### **Sec. 5775**

- A. The tenancy of a tenant in a mobile home park shall not be terminated unless there is just cause for the termination.
- B. For the purpose of this chapter, "just cause" means 1 or more of the following:
  - Use of the mobile home site by the tenant for an unlawful purpose.
    - 1. Failure by a tenant to comply with a lease or agreement by which the tenant holds the premises or with a rule of regulation of the mobile home park, adopted pursuant to the lease or agreement, which rule, or regulation is reasonably related to any of the following:
      - a) The health, safety, or welfare of the mobile home park, its employees, or tenants.
      - b) The quiet enjoyment of the other tenants of the mobile home park.
    - 2. Maintaining the physical condition or appearance of the mobile home park or the mobile homes located in the mobile home park to protect the value of the mobile home park or to maintain its aesthetic quality or appearance.

3. Intentional physical injury by the tenant to the personnel or other tenants of the mobile home park, or intentional physical damage by the tenant to the property of the mobile home park or of its tenants.
  4. Failure of the tenant to comply with a local ordinance, state law, or governmental rule or regulation relating to mobile homes.
  5. Failure of the tenant to make timely payment of rent or other charges under the lease or rental agreement by which the tenant holds the premises on three or more occasions during any 12-month period, for which failure of the owner or operator has served a written demand for possession for nonpayment of rent pursuant to section 5714(1 )(a) and the tenant has failed or refused to pay the rent or other charges within the time period stated in the written demand for possession. The written demand for possession shall provide a notice to the tenant in substantially the following form: "Notice: Three or more late payments of rent during any 12-month period is just cause to evict you." Nothing in this subdivision shall prohibit a tenant from asserting, and the court from considering, any meritorious defenses to late payment of rent or other charges.
  6. Conduct by the tenant upon the mobile home premises which constitutes a substantial annoyance to other tenants or to the mobile home park, after notice and an opportunity to cure.
  7. Failure of the tenant to maintain the mobile home or mobile home site in a reasonable condition consistent with aesthetics appropriate to the park.
  8. Condemnation of the mobile home park.
  9. Changes in the use of substantive nature of the mobile home park.
  10. Public health and safety violations by the tenant.
- C. This section does not prohibit a change of the rental payments or the terms and conditions of tenancy in a mobile home park following the termination or expiration of a written lease agreement for the mobile home site.



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  4. Failure of the tenant to comply with a local ordinance, state law, or governmental rule or regulation relating to mobile homes.
  5. Failure of the tenant to make timely payment of rent or other charges under the lease or rental agreement by which the tenant holds the premises on three or more occasions during any 12-month period, for which failure of the owner or operator has served a written demand for possession for nonpayment of rent pursuant to section 5714(1 )(a) and the tenant has failed or refused to pay the rent or other charges within the time period stated in the written demand for possession. The written demand for possession shall provide a notice to the tenant in substantially the following form: "Notice: Three or more late payments of rent during any 12-month period is just cause to evict you." Nothing in this subdivision shall prohibit a tenant from asserting, and the court from considering, any meritorious defenses to late payment of rent or other charges.
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  9. Changes in the use of substantive nature of the mobile home park.
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- C. This section does not prohibit a change of the rental payments or the terms and conditions of tenancy in a mobile home park following the termination or expiration of a written lease agreement for the mobile home site.



Village of Lexington  
North Shores Mobile Home  
Park

**Lease Agreement**

THIS AGREEMENT is entered into on \_\_\_\_\_, between the, LEXINGTON NORTH SHORE Agent for Owner ("**Landlord**") Village of Lexington and \_\_\_\_\_ ("**Tenant**"), by which the Landlord hereby leases to Tenant Lot # \_\_\_\_\_ located at 5203 Main Street, Lexington, MI 48450 in the Village of Lexington Municipal Mobile Home Park, Village of Lexington, Sanilac County, Michigan ("**Premises**"), to use and occupy as a private residence by the Tenant and those members of his/her family stated below on a month to month basis with the Tenant paying rent in the amount of \$ \_\_\_\_\_ per month. This rent payment is for land use. This payment does not include the cost of water and sewer utilities or garbage removal, which are all included under utilities billing. A Security Deposit equal to one month's rent is due upon signing this lease for all **NEW** tenants. Checks are to be made payable to the Village of Lexington. Automatic withdraw is also available.

If a Tenant shall default in the payment of any rent provided herein, including late charges, or breach any covenant hereof or any of the park rules and regulations incorporated herein by reference, then it shall be lawful for the Landlord, its attorney, representatives, and assigns to reenter into, repossess said premises, and to remove the Tenant and each and every occupant pursuant to applicable state law.

Additional terms and conditions incorporated in this Lease are as follows:

1. Type of Lease: Year-round Lot - Annual renewal required unless a thirty-day notice of cancellation by either party is given.

2. Names of persons to occupy the premises other than those named above are:

Name	Age	Relationship to Tenant

3. Pets occupying the premises with approval of the Landlord are: (2 dog max and must provide pet records)

4. Tenant's mobile home to be placed on the premises leased hereunder is more particularly described as:

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**Make of Mobile Home**

**Year**

---

**Size of Mobile Home**

**Serial Number**

5. Each tenant must carry fire, liability, and extended coverage insurance insuring the mobile home contents and other property and/or improvement owned by Tenant. Said insurance must include liability limits of at least \$100,000.00. Tenant must submit proof of insurance from an insurance company licensed with the State of Michigan to Landlord at time of executing this lease and annually upon renewal of insurance.
6. Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the said premises.
7. Tenant shall make no alterations, additions or improvements to the premises without the Landlord's prior written consent. Landlord or its agent shall have free access at all reasonable hours to the premises for the purpose of inspection and repairs. Work may be contracted to another provided the individual is licensed by the State of Michigan and is fully insured.
8. Tenant hereby acknowledges that he/she has examined the premises prior to the making of this Lease and knows the condition thereof, and that no representations as to the condition or state thereof have been made by Landlord which are not herein expressed and the Tenant hereby covenants and agrees that the premises meet the standards of fitness and habitability set forth under No. 292 of Public Acts of 1968. Tenant hereby agrees that he will not cause, allow or permit any waste, misuse or neglect of the premises.
9. Landlord, its employees and agents, are not responsible or liable to Tenant for any loss or damage that may be occasioned by or through acts or omissions of other Tenants, their guests or invitees, or of any trespassers, or any loss or damages resulting to Tenant from bursting, stoppage, backing up or leaking of water, gas, electricity or sewers, or cause or causes whatsoever, except those imposed on Landlord by law. Further, Tenant agrees that Landlord shall not be liable for any damage or injury to persons or property occurring on the common areas, playground, or recreational facilities of the Landlord, except for injuries and damages caused by the Landlord's negligence or otherwise imposed by law. In the event of injuries to the Tenant or his/her family through negligence of the Landlord, the Tenant agrees to give the Landlord a written notice of the occurrence of said injury within five (5) days of the happening thereof. Said notice must be in writing and delivered to Landlord Agent at its office in the Village Office. In the event the said premises hereby leased is damaged by fire or any other cause due to the acts, omissions, neglect and/or negligence of Tenant, his family, guests or invitees, the Tenant hereby covenants and agrees to restore the damaged premises to its original condition and the Tenant shall utilize contractors, mechanics, painters, and other workmen approved by the Landlord. There shall be no abatement for any rent under this Lease if the premise is destroyed partially or in whole by fire or others of nature. It is expressly understood and agreed

that there shall be no rent abatement for any delay in repairs to be made by Landlord unless said delay exceeds 30 days and the premises are rendered uninhabitable by the need for said repairs in which event any abatement shall only commence on the 31<sup>st</sup> day. It is further expressly understood and agreed that, whenever repairs to be made by Landlord are delayed because of factors beyond its control, the obligations of Tenant hereunder shall not be affected thereby nor shall any claim accrue to the Tenant against the Landlord or its assigns by reason thereof.

10. If the Tenant shall default on any of the covenants herein or violates any of the Park Rules and Regulations, or if the Landlord shall deem any conduct objectionable or improper on the part of Tenant, Tenant's children or guests, Landlord may terminate this Lease forthwith.
11. Tenant agrees to pay a late charge of \$35.00 for any payment not paid in full within five (5) days of its due date. Non-payment by the 15<sup>th</sup> of the month will result in written legal notice.
12. Upon termination of this Lease, Tenant shall surrender the premises to Landlord in the same condition they were in on the commencement of Tenant's tenancy, given reasonable wear and tear. Upon satisfactory inspection the security deposit payment will be returned to the tenant.
13. The Landlord may release the tenant from this lease with 30-day notice provided there is just cause and all monies owed are paid to date.
14. NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS LEASE AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT, IF YOU HAVE ANY QUESTIONS ABOUT THE INTERPRETATION OF LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.
15. Tenant shall address all correspondence and all notices required herein to Landlord's Agent at the following address, which this address may be modified from time to time

**Village of Lexington Office  
7227 Huron Avenue, Suite 100  
Lexington, Michigan 48450**

16. All notices may be sent to the Tenant at the following address or at such other address as provided to Landlord in writing:

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**Number/Street**

**City/State/Zip Code**

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**Email Address**

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**Home/Work Phone**

**Cell Phone**

17. The execution of this Lease does not guarantee or reserve a lot in the Lexington North Shores Mobile Home Park for any term beyond that specifically provided herein. Landlord retains exclusive control over the selection of persons to whom lots shall be leased.
18. Landlord will not discriminate against anyone based on sex, race, color, creed, national origin, age, marital status, size or handicap.
19. In the event that the Michigan Legislature changes the amount of fee in lieu of tax on Mobile Homes that the fee is passed on to the Mobile Home Owner. Personal property tax assessments are the responsibility of the tenant.
20. Tenant acknowledges receipt of the Park Rules and Regulations, which govern the premises, and hereby agrees to comply with the same.

**Tenants Initial** \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amos Williams, Village Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vicki Scott, Village Clerk

\_\_\_\_\_  
Date



## VILLAGE OF LEXINGTON

7221 HURON AVENUE, SUITE 100

LEXINGTON, MICHIGAN 48450

810-359-0031

FAX 810-359-5622

### Notice of Rent Increase

March 3, 2022

Village of Lexington  
7221 Huron Ave. Suite 100  
Lexington, MI 48450

Dear North Shores Resident:

Due to the increase in rates from Emterra, the waste management company in contract with the Village of Lexington, the Village Council approved on December 20, 2021, for a garbage rate increase from \$13.31 to \$14.08. To supplement this increase, beginning May 1<sup>st</sup> 2022, your lot rent payment will be as follows:

Single Lot - \$361.77

Lot and ½ - \$476.77

Double Lot - \$536.77

Lakefront - \$549.77

This increase is effective as of May 1<sup>st</sup> 2022.

Best Regards,

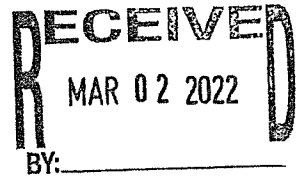
Alexandria Sutton  
Interim Village Manager

Table A. Midwest region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.6	1.6	0.2	0.8	0.4	2.5	0.5	1.2	0.8	7.9
February	0.2	1.7	0.7	1.3	0.3	2.1	0.8	1.7	0.9	8.0
March	0.2	1.8	0.6	1.7	-0.5	1.0	0.7	3.0		
April	0.4	1.8	0.3	1.5	-1.1	-0.4	0.8	4.9		
May	0.5	2.3	0.3	1.3	0.3	-0.4	1.0	5.6		
June	0.2	2.5	0.0	1.2	0.8	0.4	1.0	5.8		
July	0.0	2.4	0.2	1.5	0.5	0.7	0.6	5.9		
August	0.0	2.1	0.0	1.5	0.4	1.1	0.2	5.7		
September	0.1	1.9	0.0	1.4	0.2	1.3	0.2	5.7		
October	0.1	2.2	0.2	1.5	-0.1	1.0	0.8	6.6		
November	-0.6	1.4	-0.2	1.9	-0.2	1.0	0.4	7.3		
December	-0.4	1.3	0.0	2.3	0.1	1.1	0.3	7.5		

[https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)

3.1.22



TO WHOM IT MAY CONCERN

I AM RESIGNING MY POSITION  
ON THE LEXINGTON MOBILE HOME  
PARK BOARD, EFFECTIVE IMMEDIATELY.

Gwen Beckinger 3-2-22  
GWENDOLYN A BECKINGER  
DINA M NORMLINGER  
DINA M NORMLINGER 3.2.22

Projects March 2022	Target Date for Completion
Power washing for Clubhouse and Fence	Spring 2022
Possible replacement Windows in the Clubhouse	Spring 2022
Security Lights on Exterior of Clubhouse	The electrical and lights have been approved and should be installed shortly.
Painting Stairways	Spring 2022
Walkway down by the pathway on the beach.	Availability and Cost factor. Spring 2022