

SPECIAL ADVISORY BOARD MEETING

Clubhouse

5203 Main Street, Lexington, MI 48450

AGENDA

DATE OF MEETING: THURSDAY FEBRUARY 15TH, 2023

TYPE OF MEETING: SPECIAL ADVISORY MEETING

TIME OF MEETING: 4:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER/SPECIAL ADVISORY BOARD MEETING

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT

BUSINESS

A. RULES AND REGULATIONS DISCUSSION

PUBLIC COMMENT

ADJOURNMENT

Lexington North Shores
Rules and Regulations

Effective July 1, 2022, approved by The Village of Lexington Council
on _____

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 Lexington North Shores, with reasonable and responsible guidelines to follow. The Village of Lexington and the State of Michigan have instructed Lexington North Shores to enforce these Rules and Regulations in a fair, nondiscriminatory uniform manner.

To govern the policies and procedures stated in Lexington North Shores 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:

- ~~1st. Written Notice 10 days are given for resident to correct the problem, if not corrected then.~~
- ~~2nd. Written Notice and a \$50.00 fine. Residents have 5 more days to correct the problem and still must pay the fine.~~
- ~~3rd. Written Notice and a \$100.00 fine. Residents have 5 more days to correct the problem and still must pay the fine.~~
- ~~4th. Written Notice and \$250.00 fine. Review and make a determination for possible eviction.~~

Please refer to Section 3-1-3-3 of the Village of Lexington and Zoning Code of Ordinance.

Section 3. Enforcement and Penalties

C. Failure to comply with such notice within the time allowed by the owner and/or occupant shall constitute a violation of this ordinance. Upon non-compliance of this ordinance the property owner and/or

Occupant is subject to payment of a fine \$100.00. If said property owner and or occupant remain in non-compliance, fourteen days from the date of the first fine. He/she will be subject to payment of a second fine of \$200.00 If the property owner and/or occupant is in non-compliance fourteen days from the date of second fine, he/she is subject to a third fine of \$300.00. If said property owner and/or occupant remains in non-compliance after the third fine, the fine will increase by \$100.00 per day that the property owner or occupant remains in non-compliance. After thirty days the third notice in non-compliance the violation of said ordinance will be turned over to the court

D. Violation of this ordinance shall be a misdemeanor which shall be punishable upon conviction thereof by a fine not exceeding One Thousand Dollars (\$1,000.) or by imprisonment for not exceeding thirty (30) days or by both such fine and imprisonment in the discretion of the court.

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 1st 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 Lexington North Shores 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 Lexington North Shores or any other rental community.
- C. Previous non-compliance with Lexington North Shores Rules.
- D. Refusal to comply with the Rules and Regulations or to sign a Lease Agreement.
- E. Refusal to comply with the Rules and Regulations or to sign a Lease Agreement.
- F. Failure to meet mobile home standards for occupancy ratios of

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 Lexington North Shores and:
 - 1 Mobile is in compliance with Michigan Mobile Home Laws and the Rules and Regulations of Lexington North Shores.
 - 2 All arrearages, if any, have been paid in full.
 - 3 The lot is inspected by the Landlord and is in a 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 Landlord and the Tenant sign a written release.

Financial and Legal Responsibilities

- A. Rent is due by the 5th of the month. A late fee of \$35 will be added to the rental amount on the 15th and will be due that month with the rent payment.
Nonpayment by the 15th of the month will result in a written legal notice.
- B. All payments must be made by personal check, cashier's check, money order, or auto withdrawal 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 noncompliance with Lexington North Shores 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 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 their 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 tenant's 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 Lexington North Shores must be a minimum of 600 sq. ft (exceptions may be granted for Lexington North Shores Model Units). Mobiles must be HUD-approved. If the mobile is older than 10 years, the Mobile must have factory installed pitched shingle roof and lap vinyl siding.
 - D. A licensed Mobile Home Inspector must inspect it before entering Lexington North Shores. All required repairs must be made, and a re-inspection done before occupancy or being moved into Lexington North Shores.
 - E. Each tenant must carry adequate "Fire and Extended Insurance Coverage" (\$100,000.) 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.
 - F. Each mobile must be equipped with a fire extinguisher, a centrally located smoke detector, and a smoke detector in each bedroom.
 - G. Any mobile coming into Lexington North Shores must have gutters installed. Also, if a mobile is going to be moved from one site to another in Lexington North Shores, gutters must be installed on the mobile 30 days after it has been moved. Gutters shall have downspouts directed to the road.
 - H. The Village Office must be supplied with a copy of the title for proof of ownership.
 - I. 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 Lexington North Shores, if they are not then they must sell or remove the trailer per state.
 - I. A tenant's shed must meet all setback 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 as long as the total amount does not exceed 80 square feet.

- J. Metals sheds shall no longer be used in Lexington North Shores, when replacing a shed, it must be ~~of some other material, e.g.,~~ 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 Lexington North Shores' 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, e.g., tarps.
- N. Conducting a noticeable commercial business from any residence in Lexington North Shores is prohibited.
- O. Only collapsible or umbrella-type clotheslines are permitted in Lexington North Shores. 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 Lexington North Shores. A tenant, however, may erect a tent on their lot for use for up to 48 hours.
- P. Utility trailers, pop-up campers, and pickup campers **ARE NOT ALLOWED** to be in Lexington North Shores. A tenant, however, may erect a tent on their lot for use for up to 48 hours.
- Q. Skirting is required on all Mobiles and must be well maintained. The skirting may be of vinyl and must be installed 30 days of the installation of the mobile.

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 regarding your lot.

Please refer to Sec. 5.7-5.10 and Sec 34-106 through 34-119 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, e.g., metal bracket attached to the 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 setup 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 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. skirting may be of aluminum or vinyl and must be installed
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 Lexington North Shores Superintendent prior to doing 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 Lexington North Shores or beach areas. (All recreational firepits need Lexington Fire Department approval, they must be in an enclosed fire pit 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 Superintendent. If the Superintendent 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 of 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 the roadway). Including dead plantings to be removed by November 1st.
2. The planting of a tree requires approval from the Lexington North Shores Superintendent who may seek the advice of the Village's environmental committee for the 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) is 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 is 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 10ft from the street; side 4ft from the street,
Club House	25 feet	1 foot	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 curbside no later than 12:00 P.M. the day after pick up.
Emertra 810-667-4885. CUSTOMER SERVICE
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. 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 of their guests on any property within Lexington North Shores.
- B. Quiet time is from 1 1:00 P.M.-8:00 A.M. Exceptions may be made with the permission of the Superintendent, e.g., 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 to punishment up to and including eviction.
- D. ORD - The curfew for minors under the age of 17 is 11:00 P.M. to 6:00 A.M., 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 Lexington North Shores, 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 the 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 Lexington North Shores 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 Lexington North Shores 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 are 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 to punishment 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 the speed limit.
- C. Heavy mechanical work on vehicles in Lexington North Shores is prohibited.
Minor maintenance, except for oil or other fluid exchanges, is allowed.
- D. All vehicles parked in Lexington North Shores must have a valid license plate.

- E. Trailers of any sort, are not allowed to be stored or parked in Lexington North Shores.
- 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 Lexington North Shores.
- H. Trucks weighing over one ton are prohibited from being parked on-site or in any other designated parking areas in Lexington North Shores.
- 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 11 P.M. and 6:00 A.M.
- 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

Please refer to Article II Dogs Sec. 6-31 Enforcement through Sec 6-37 of the Village of Lexington Code of Ordinances.

- A. House pets are the only animals allowed in Lexington North Shores. 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 Lexington North Shores, shall be immediately removed from Lexington North Shores 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 the 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.