MHP ADVISORY BOARD AGENDA

Date: May 11th 2023

Location: LNSMHP Clubhouse

Call to Order: 6 p.m. Pledge of Allegiance

Roll Call

Approval of Minutes: Advisory Board Meeting April 13th, 2023

Approval of Agenda Public Comments Board Comments

Business:

- Rules and Regulations review minor changes
- Update on playground and beach mats
- Discuss Budget for April requests
- Discuss Superintendent Hours

Close:

- Next Meeting Date: June 8th, 2023 6 p.m.
- Public Comment
- Board Comment
- Adjournment

Lexington North Shores Mobile Home Park Advisory Board Meeting Minutes 6:00 P.M. Thursday, 4/13/23 Clubhouse

Call to Order: by Chairperson Judi Resk at 6:00 P.M.

Pledge of Allegiance: Members and audience

Roll Call:

Present: Judi Resk, Tracy Zysk, Peggy Moran, Dave Zielinski, Larry Adams

Absent: S. Klaas

Others: Ed Jarosz, 7 members of community present

Approval of Agenda: P. Moran made a motion to amend agenda to include pots and garbage cans under new business-manager's report section of agenda. Zysk supported. Adams made motion to approve agenda, Zielinski supported motion to approve agenda.

Approval of Minutes: Motion to approve minutes of December 8, 2022 and minutes from Special Meeting 2.15.2023 made by Moran, supported by Zysk.

Public Comment: N/A

Board Comment: N/A

Business:

- Rules and Regulations Discussion of proposed changes: Board will have discussion and then will open floor for questions: Rules and Regulations will take effect July 1, 2023.
 - a. Fine and Notice Schedule Pg. 1.,

Going with Village verbiage on violation fines and included Grade B violations fines. Removing old language on bottom of page.1

b. Enforcement and Penalties, Pg. 2

Added Village verbiage of Village Ordinance on costs and fines. Removed section D. on eviction, top of pg. 3. To be included in lease.

- c. **Mobile Home Guidelines** Pg. 7., Section B.- change "tenant" to "owner".
- d. Mobile Home Guidelines- Pg. 7.,

Section D. all mobile home must be 500 sq. ft. changed from 600 sq. ft. due to smaller vacant lots.

Section E. adding the word "licensed" to sentence on inspections. Section K.-adding "sheds must be vinyl, when replacing shed". Metal and woodsheds will not be allowed.

Section N.-adding language "There is no covered storage of any kind, with the exception of fitted covers, or securely attached tarps (black, gray, beige, brown covers and tarps only)."

Section Q.- changing utility trailers, pop-up campers and pick-up campers ARE NOT ALLOWED.

e. **Home Site** Pg. 9- adding Village ordinances and Code of Ordinance section 5.7 – 5.10 will be added to the rules and regulations.

Section 5. Proposed change: No **outdoor** aerials or towers are permitted.

Section 13. Include verbiage on only allowing vinyl skirting going forward.

Section 16. Campfires-ORD language included. Fireworks language was striked from rules.

f. Landscaping Pg. 11.,

Strike 5.75 Section 1-4. This pertains to outskirts of park by Village of Lexington.

Section 1. adding language on ornamental grasses must not exceed a maximum of four feet high. Adding "Dead plantings must be removed by November 1st.

Section 3. Hardscape landscape is permitted only with land use permit and approved site plan. Anything on ground must be approved by manager office. Adding language on Miss Dig. Section 4. Dumping of any refuse is prohibited, removing "over the bluff: and that refuse must be placed in bags and put to curb for garbage pickup.

Section 5. Fences-adding language on definition of fence.

Section 5.7.9 Set Back Requirements, Pg. 13- adding language on setback on rear setback changed to 5ft.

Sheds-Rear setback language added 5ft to rear.

Decks- setback language-10ft to the street, 4 feet to the next mobile, 5ft to the rear P/L and on double lots: 10 ft. from street: side 4ft from the street.

Clubhouse setback language striked from Rules.

g. Beach Conduct, Pg. 17

Pets, Pg. 17-will follow ordinance on pets. Update on State law that pets are allowed on public beaches May 1-Oct. 1 between hours of 11a-6p and Oct. 1 – May 1 dogs can be on beach at any time. Section 6-36- adding language on Grade A violation for not following the pet rules.

Pets- language added on Village Ordinance Section H. strike language on pet droppings. Adding Ordinance language Section 6-35 Cleaning up defecation.

h. Strike section on Cause for Termination of Lease, pg. 19-21.

Discussion Questions-Adams-tiny houses are appealing to younger people. Ed stated that tiny homes do not generally have titles, and all mobiles coming in must be titled. Resk-Carbon monoxide detectors should be added to section on smoke detectors. Ed will check with building inspector to see if this is allowed to add language on carbon monoxide detectors.

Ed-Dog bags will be added at beach, and he will oversee adjusting signs for dogs per Ed.

Motion made by P. Moran to approve rules and regulations as amended. Zielinski supported. Roll call vote all in favor.

- II. **Discussion Purchasing a Golf Cart** Ed presented quotes for golf cart for his use in park. Zielinski made motion to send to ask council request to purchase golf cart for Superintendent with safety equipment for \$5600.00 or less from Motor City Kart. Adams supported. Roll call vote, all in favor.
- III. Appoint a Three-person committee for Landscaping- Resk proposed a 3-person committee to help people ideas with landscaping. Final say on landscaping is up to manager approval. Ed proposing to try the committee and if it does not work then we don't continue with the committee. Public suggested using Environmental Committee resources on plantings for park.
- IV. **Discussion on Contractor Services for front area of MHP**-Resk suggested that we get contracted help for front landscaped areas of park for summer months, 2x week to ensure front entrance and island is clean and maintained. Request to put this out for bid. Motion made by Adams to put RFP out for bid for contracting landscape services for front of park entrance and island area. Moran supported. All in favor, none opposed.
- V. Approval of Schedule Meeting Dates for 2023- Resk opened discussion on 2023 schedule of advisory board meetings. Meetings will occur monthly from April through October 2023, eliminate November 2023, December of 2023, February of 2024 Advisory Board Meeting dates.
- VI. Promotional Ideas- Ed presented suggestion on promotional ideas for 6 months or 1-year free rent for new mobiles coming in park to draw in new owners. Motion made by Adams to send to council the promotion of 1-year free rent approx. \$3,672 for qualified applicants only. Zielinski supported. All in favor, no opposed.
- VII. Five-year plan- Ed explained that MHP needs to establish 5-year plan. We have several suggestions that include pavilion, walking path, black top of streets, and parking lot.
 - Mobi beach mats-need to requote due to error in original quote stating Lexington Twp. We have 97ft currently on beach to water edge. Options are two 50ft mats or three 33ft mats. Board voted on
 - Motion made by Zysk to send to council the request to purchase three 33ft rolls plus cost of freight for Mobi beach mats. Supported by Moran.

Roll call all in favor, no opposed.

VIII. Manager's Report-Verbal-Pots and Garbage Cans-Flower pots- Ed presented information on presenting to council to approve purchase of flowerpots and supplies, not to exceed \$2,000. DPW will water pots for cost of \$313.00 weekly to water MHP park flowerpots will be budgeted as contractor services.

Motion made by Zysk to take to council the request to purchase flower pots and supplies not to exceed \$2,000. Moran supported.

Garbage cans-Ed presented sample garbage cans, plastic 32 gallon and metal can example to the board to vote on style for park placement. Board voted on plastic cans for park.

Motion made by Moran to take to council the request to purchase six garbage cans, not to exceed 1500.00. Resk supported. Roll call all in favor, none opposed.

Ed shared update on empty lots being rented by current owners. Marketing update on interest in new mobiles coming in. His hours are capped at 20 hours currently. Fence at entrance of park update- Ed has no information currently. We have authorization to purchase signs in front of park.

Close:

Next Meeting: May 11, 2023. 6pm.

Public Comment: G. Thomas-can we get update on bluff project and playground. Resk to get back to everyone on timing of playground install. Adams-walkway on bluff.

Board Comment: N/A

Adjournment: Meeting was adjourned at 8:10 P.M. on a motion by Zysk, supported by Moran.

Respectfully submitted: Tracy Zysk, Recorder 4/19/23

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

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2022-23

YTD BALANCE

ACTIVITY FOR

Page: 1/2

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	2022-23 AMENDED BUDGET	MONTH 04/30/2023 INCREASE (DECREASE)	ITU BALANCE 04/30/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 595 - LEX MOBILE Revenues	SILE HOME PARK					
595-000-520.000	MHPK RENT REVENUE	729,000.00	729,000.00	60,895.58	611,836.67	83.93
595-000-530.000		55,500.00	55,500.00	944.53	38,759.89	53.46 48.39
595-000-535.000	MHPK RUBBISH REVENUE WATER/SEMER READY	27,312.00	27,312.00	1,830.40	22,415.36	82.07
595-000-662.000	PENDALLY ESTATES LATES TEES	2,100.00	2,100.00	210.00	2,100.00	100.00
595-000-663.000	Υ.	1,200.00	1,200.00	135.00	4,018.9/ 1,435.00	133.97
595-000-683	Hall Kental MHP	00.009	00.008	130.00	950.00	118.75
Total Dept 000		888,212.00	939,612.00	72,906.77	732,516.10	77.96
TOTAL REVENUES		888,212.00	939,612.00	72,906.77	732,516.10	77.96
Expenditures Dept 595 - MOBILE	HOME PARK					
595-595-699.940	ADMINISTRATIVE REIMBURSEMENT	28,448.00	448.0	2,370.62	23,706.20	83.33
595-595-702.400	TR PARK MANAGER/CLERICAL MHP MANAGER	3,500.00	15,000.00	1,639.76	10,906.67	72.71
595-595-702.500	JANITORIAL)	. 0	00.09	855.00	85.50
595-595-703.600	DPW WAGES	15,000.00	200.0	9.0	16,706.96	59.24
595-595-704.100	MATCH - SOCIAL SECURITY	3,500.00	009	324.24	3,614.82	78.58
595-595-704.200		27,698.00	18,000.00	715.00	12,899.11	71.66
595-595-704.250	OFEB EXPENSE RETIREES HEALTH INSURANCE	7,000.00	7.000.00	0.00	0.00	36.72
595-595-704.300		500.00	200.00	31.26	330.79	66.16
595-595-704.400	PENSION	3,000.00	3,620.00	150.90	2,738.92	75.66
595-595-704.500	MICH EMP SEC COM	340.00	340.00	45.73	594.36	174.81
595-595-704.550	WORKERS COMP INSURANCE	3,000.00	3,820.00	0.00	3,819.16	99.98
595-595-728.000	FOSIAGE COMPUTER-HARDWARE-SOFTWARE	700.00	700.00	00.0	2,006.95	99.85
595-595-740.000	SUPPLIES	8,000.00	8,000.00	992.75	7,147.25	89.34
595-595-740.700	DPW EQUIPMENT TOT PADS	15,000,00	6,000.00	423.02	5,503.40	91.72
595-595-770.000	RUBBISH EXPENDITURES	33,000.00	33,000.00	00.0	24,442.88	74.07
595-595-801.000	ELECTRIC-DETROIT EDISON	2,500.00	2,500.00	182.46	1,686.49	67.46
595-595-80Z.000 595-595-803 000	HEAT-SEMCO ENERGY PHONE	3,500.00	3,500.00	136./5	1,248.47	62.42
595-595-805.000	ADVERT/PUBLICATIONS	1,300.00	1,300.00	00.0	585.20	45.02
595-595-810.000	MEMBERSHIP/DUES	00.006	900.00	00.06	90.00	10.00
595-595-811.000	LEGAL	700.00	2,000.00	90.06	1,417.50	70.88
595-595-814.000	TRAFFIC / STREET LIGHTS	2,000.00	000	168.00	1,512.00	75.60
595-595-816.000	ENGINEERING FEES	30,000.00	0.000	10,447.50	26,580.00	88.60
595-595-820.000	CONTRACTED SERVICES IMPROVEMENT	30,000.00	30,000.00	00.0	11,579.00	40.27
595-595-824.500	EQUI PMENT	00.0	0	101.00	282.8	100.00
595-595-829.000	TRAILER PARK - TAXES	38,000.00	38,000.00	00.0	37,206.03	97.91
5-595	MHP-CITIZENS LOAN PRINCIPAL	351.0	351.0	0.00	7.1	99.65
595-595-952.500	MHP-CITIZENS LOAN INTEREST	7,923.00	,594.0	00.00	93.6	86.66

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

Page: 2/2

PERIOD ENDING 04/30/2023

CI. NIIMBEB	DRACEDUMION	2022-23 ORIGINAL	2022-23	ACTIVITY FOR MONTH 04/30/2023	YTD BALANCE 04/30/2023	% BDGT
) ER	DESCRIFILON	THEOLOGET	AMENDED BUDGET	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 595 – LEX MOB Expenditures	Fund 595 - LEX MOBILE HOME PARK Expenditures					
595-595-971.000	CAPITAL OUTLAY	20,000.00	20,000.00	00.0	0.00	00.00
595-595-973.100	WATER-UTILITIES	72,500.00	72,500.00	00.00	45,209.02	62.36
595-595-973.200	SEWER-UTILITIES	55,500.00	55,500.00	00.00	32,677.75	58.88
595-595-999.000	TRANS TO OTHER FUNDS	300,762.00	300,762.00	25,063.56	250,635.60	83.33
Dept 595 - N	Total Dept 595 - MOBILE HOME PARK	849,222.00	864,145.00	46,356.57	614,850.52	71.15
TOTAL EXPENDITURES		849,222.00	864,145.00	46,356.57	614,850.52	71.15
95 - LEX MOB	Fund 595 - LEX MOBILE HOME PARK:					
TOTAL REVENUES		888,212.00	939, 612.00	72,906.77	732,516.10	77.96
FOTAL EXPENDITURES	1	849,222.00	864,145.00	46,356.57	614,850.52	71.15
REVENUES &	NET OF REVENUES & EXPENDITURES	38,990.00	75,467.00	26,550.20	117,665.58	155.92

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BALANCE SHEET FOR VILLAGE OF LEXINGTON

Page: 1/1

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Period Ending 04/30/2023

Fund 595 LEX MOBILE HOME PARK

GL Number	Description	Balance	
*** Assets ***			
595-000-001.800 595-000-002.000 595-000-015.000 595-000-015.700 595-000-025.000 595-000-030.150 595-000-030.300 595-000-031.000 595-000-031.000 595-000-031.000 595-000-035.000 595-000-036.000 595-000-123.000 595-000-144.000 595-000-264.000	INVESTMENT-CADRE EASTERN MICHIGAN BANK ACCOUNTS RECEIVABLE A/R MISC. ACCT REC. LATE FEES PENALTIES MHP WATER RENT RECEIVABLE ACCRUAL DEPRECIATION BUILDINGS DEFERRED OUTFLOW DEFERRED OUTFLOWS MHP RUBBISH REVENUE RECEIVABLE MHP SEWER REVENUE RECEIVABLE PREPAID EXPENSES EQUIPMENT ACCUMULATED DEPRECIATION	54,133.30 1,280,602.89 17,111.53 35.00 2,905.00 (1,046.74) 2,835,836.82 51,238.42 1,360.00 1,943.00 (552.18) 1,473.55 378.43 9,846.73 (1,877,549.49)	
Total A	ussets	2,377,716.26	
*** Liabilitie	s ***		
595-000-204.700 595-000-204.725 595-000-205.000 595-000-205.600 595-000-251.000 595-000-260.000 595-000-300.400 595-000-300.500 595-000-300.501	TENANT DEPOSIT TENANT DEPOSIT MAIL BOX KEYS OPEB OBLIGATION NET PENSION LIABILITY ACCRUED INTEREST PAYABLE ACCRUED VACATION LEAVE PAYABLE CITIZENS FIRST NOTE PAYABLE DEFERRED INFLOWS DEFERRED INFLOWS OPEB	47,771.24 1,080.00 19,605.00 26,593.00 544.95 6,861.17 60,350.83 3,007.00 18,425.00	
Total L	iabilities	184,238.19	
*** Fund Balan	ce ***		
595-000-390.000 595-000-395.000	FUND BALANCE ACCOUNT RETAINED EARNINGS	2,025,179.92 50,632.57	
Total F	und Balance	2,075,812.49	
Beginni	ng Fund Balance	2,075,812.49	
Ending :	Revenues VS Expenditures Fund Balance iabilities And Fund Balance	117,665.58 2,193,478.07 2,377,716.26	

05/03/2023 User: SHEL	LY		GL ACTIVITY REPORT E				Page:	1/3
DB: Village Date		_	n TRANSACTIONS FROM C Description	Reference #	30/202		Credits	Balance
Fund 595 Li	EX MOBI	LE HOM	E PARK					
04/01/2023	O.T.	JE	595-595-699.940 ADMINISTRATIVE REIM			BALANCE		21,335.58
04/28/2023 04/30/2023	GU	JE	ADMIN. REIMBURSEMENT AP 2023 595-595-699.940	END BALANCE		2,370.62 2,370.62	0.00	23,706.20 23,706.20
04/01/2023			595-595-702.400 TR PARK MANAGER/CLE	DICAI	BEC	BALANCE		9,266.91
04/05/2023		CHK	SUMMARY PR 04/05/2023	RICALI	DEO.	434.66		9,701.57
04/12/2023 04/19/2023		CHK	SUMMARY PR 04/12/2023 SUMMARY PR 04/19/2023			314.42 360.80		10,015.99 10,376.79
04/26/2023	PR	CHK	SUMMARY PR 04/26/2023	END DATANCE		529.88	0.00	10,906.67
04/30/2023			595-595-702.400	END BALANCE		1,639.76	0.00	10,906.67
04/01/2023			595-595-702.420 MHP MANAGER		BEG.	BALANCE		17,088.13
04/05/2023 04/12/2023		CHK	SUMMARY PR 04/05/2023 SUMMARY PR 04/12/2023			700.00 500.00		17,788.13 18,288.13
04/19/2023 04/30/2023	PR	CHK	SUMMARY PR 04/19/2023 595-595-702.420	END BALANCE		500.00	0.00	18,788.13 18,788.13
04/30/2023			595-595-702.420	END BALANCE		1,700.00	0.00	18,788.13
04/01/2023	DD	CHIL	595-595-702.500 JANITORIAL		BEG.	BALANCE 30.00		795.00 825.00
04/05/2023 04/19/2023		CHK	SUMMARY PR 04/05/2023 SUMMARY PR 04/19/2023			30.00		855.00
04/30/2023			595-595-702.500	END BALANCE		60.00	0.00	855.00
04/01/2023			595-595-703.600 DPW WAGES		BEG.	BALANCE		15,748.27
04/12/2023		CHK	SUMMARY PR 04/12/2023			383.70		16,131.97
04/19/2023 04/26/2023		CHK	SUMMARY PR 04/19/2023 SUMMARY PR 04/26/2023			302.34 272.65		16,434.31 16,706.96
04/30/2023			595-595-703.600	END BALANCE		958.69	0.00	16,706.96
04/01/2023			595-595-703.650 DPW-WATER WAGES OVE	RTIME	BEG.	BALANCE		115.98
04/30/2023			595-595-703.650	END BALANCE		0.00	0.00	115.98
04/01/2023			EDE-EDE-704 100 MARGIN - GOGTAT GROW	D.T.M.Y.	DEC	BALANCE		3,290.58
04/01/2023	PR	CHK	595-595-704.100 MATCH - SOCIAL SECU SUMMARY PR 04/05/2023	KITY	BEG.	89.09		3,379.67
04/12/2023 04/19/2023		CHK	SUMMARY PR 04/12/2023 SUMMARY PR 04/19/2023			91.66 91.27		3,471.33 3,562.60
04/26/2023		CHK	SUMMARY PR 04/26/2023			52.22		3,614.82
04/30/2023			595-595-704.100	END BALANCE		324.24	0.00	3,614.82
04/01/2023			595-595-704.200 BLUE CROSS		BEG.	BALANCE		12,184.11
04/05/2023 04/12/2023	PR PR	CHK	SUMMARY PR 04/05/2023 SUMMARY PR 04/12/2023			90.01 204.39		12,274.12 12,478.51
04/19/2023	PR	CHK	SUMMARY PR 04/19/2023			189.39		12,667.90
04/26/2023 04/30/2023	PR	CHK	SUMMARY PR 04/26/2023 595-595-704.200	END BALANCE		231.21 715.00	0.00	12,899.11 12,899.11
								The state of the s
04/01/2023 04/21/2023	ΔÞ	INV	595-595-704.250 RETIREES HEALTH INS MAY 2023 UNION RETIREES MAY	URANCE 2023 RETIREES	BEG.	BALANCE 233.70		2,337.00 2,570.70
04/30/2023	***		595-595-704.250	END BALANCE		233.70	0.00	2,570.70
04/01/2023			595-595-704.300 LIFE INSURANCE		BEG	BALANCE		299.53
04/05/2023	AP	INV	LIFE INSURANCE	211967514232	550.	31.26		330.79
04/30/2023			595-595-704.300	END BALANCE		31.26	0.00	330.79
04/01/2023			595-595-704.400 PENSION SUMMARY PR 04/12/2023 SIMMARY PR 04/19/2023		BEG.	BALANCE		2,588.02
04/12/2023 04/19/2023		CHK	SUMMARY PR 04/12/2023 SUMMARY PR 04/19/2023			18.61 69.77		2,606.63 2,676.40
04/26/2023		CHK	SUMMARY PR 04/26/2023			62.52		2,738.92
04/30/2023			595-595-704.400	END BALANCE		150.90	0.00	2,738.92
04/01/2023			595-595-704.401 AXA EQUITABLE MATCH		BEG.	BALANCE		2,226.65
04/05/2023 04/12/2023		CHK	SUMMARY PR 04/05/2023 SUMMARY PR 04/12/2023			24.50 57.27		2,251.15 2,308.42
04/19/2023	PR	CHK	SUMMARY PR 04/19/2023			46.83		2,355.25
04/26/2023 04/30/2023	PR	CHK	SUMMARY PR 04/26/2023 595-595-704.401	END BALANCE		53.52 182.12	0.00	2,408.77 2,408.77
04/01/0200			FOE FOE DOA FOO MESS TO THE TOTAL TOTAL		DEC	DATANCE		E 10 C 2
04/01/2023 04/05/2023	PR	CHK	595-595-704.500 MICH EMP SEC COM SUMMARY PR 04/05/2023		BEG.	BALANCE 20.53		548.63 569.16
04/12/2023 04/19/2023	PR	CHK	SUMMARY PR 04/12/2023 SUMMARY PR 04/19/2023			11.50 12.19		580.66 592.85
04/26/2023		CHK	SUMMARY PR 04/26/2023			1.51		594.36
04/30/2023			595-595-704.500	END BALANCE		45.73	0.00	594.36
04/01/2023			595-595-704.550 WORKERS COMP INSURA	NCE	BEG.	BALANCE		3,819.16
04/30/2023			595-595-704.550	END BALANCE		0.00	0.00	3,819.16
04/01/2023			595-595-727.000 POSTAGE		BEG.	BALANCE		2,006.95

05/03/2023 11:01 AM User: SHELLY DB: Village Of Lexington GL ACTIVITY REPORT FOR VILLAGE OF LEXINGTON Page: 2/3 TRANSACTIONS FROM 04/01/2023 TO 04/30/2023

DB: Village Date			n Description				ebits	Credits	Balance
04/30/2023			595-595-727.000 595-595-727.000	POSTAGE	END BALANCE	(Continued)	0.00	0.00	2,006.95
04/01/2023 04/05/2023 04/05/2023 04/05/2023 04/05/2023 04/05/2023	AP AP	INV INV INV	595-595-740.000 MULTI FUNDS MULTI FUNDS MULTI FUNDS DPW SEWER STS WTR I 595-595-740.000						6,154.50 6,159.50 6,184.50 7,092.38 7,147.25 7,147.25
04/01/2023 04/28/2023 04/30/2023		JE	595-595-740.700 DPW EQUIP. APRIL 20 595-595-740.700	DPW EQUIPMENT 023	2571 END BALANCE	BEG. BA 4 4	LANCE 23.02 23.02	0.00	5,080.38 5,503.40 5,503.40
04/01/2023			595-595-770.000						24,442.88
04/30/2023			595-595-770.000		END BALANCE		0.00	0.00	24,442.88
04/01/2023 04/13/2023 04/30/2023	AP	INV	595-595-801.000 : ELECTRIC MULTI FUNI 595-595-801.000	electric-detroit os	EDISON DUE MAY 1 2023 END BALANCE	BEG. BA 1 1	LANCE 82.46 82.46	0.00	1,504.03 1,686.49 1,686.49
04/01/2023 04/21/2023 04/30/2023	AP	INV	595-595-802.000 : HEAT / GAS MULTI FU 595-595-802.000	HEAT-SEMCO ENERG	DUE MAY 9 2023 END BALANCE	BEG. BA	26.75	0.00	1,111.72 1,248.47 1,248.47
04/01/2023 04/05/2023 04/21/2023 04/21/2023 04/30/2023	AP	INV INV INV	595-595-803.000 : MARCH 2023 PHONE + MHP INTERNET LANDLINES 595-595-803.000	PHONE CPR AED TRAINING	MARCH 2023 10020175-5 AP2023 1149321 END BALANCE	BEG. BA	LANCE 75.00 52.95 51.26 79.21	0.00	2,564.04 2,639.04 2,691.99 2,843.25 2,843.25
04/01/2023			595-595-805.000	ADVERT/PUBLICATION	ONS	BEG. BA	LANCE		585.20
04/30/2023			595-595-805.000		END BALANCE		0.00	0.00	585.20
04/01/2023 04/05/2023 04/30/2023	AP	INV	595-595-810.000 1 MARCH 2023 PHONE + 595-595-810.000	MEMBERSHIP/DUES CPR AED TRAINING	MARCH 2023 END BALANCE	BEG. BA	90.00	0.00	0.00 90.00 90.00
04/01/2023 04/05/2023 04/30/2023	AP	INV	595-595-811.000 TEB 2023 ATTY FEES 595-595-811.000	LEGAL	23802 END BALANCE			0.00	1,327.50 1,417.50 1,417.50
04/01/2023 04/13/2023 04/30/2023	AP	INV	595-595-812.000 1 MILEAGE 2 CPR TRAIN 595-595-812.000	MILEAGE NING	MILEAGE 2 CPR CLA END BALANCE	BEG. BA	LANCE 23.58 23.58	0.00	0.00 23.58 23.58
04/01/2023 04/13/2023 04/30/2023	AP	INV	595-595-814.000 SONAMENTAL STREET I 595-595-814.000					0.00	1,344.00 1,512.00 1,512.00
04/01/2023 04/13/2023 04/30/2023	AP	INV	595-595-816.000 I MHP BLUFF EROSION 595-595-816.000	ENGINEERING FEES	23-042 END BALANCE	10.4	LANCE 47.50 47.50	0.00	16,132.50 26,580.00 26,580.00
04/01/2023			595-595-820.000	CONTRACTED SERVI	CES	BEG. BA	LANCE		11,579.00
04/30/2023			595-595-820.000		END BALANCE		0.00	0.00	11,579.00
04/01/2023 04/05/2023 04/30/2023		INV	595-595-824.500 I POSTAGE MACHINE REN 595-595-824.500		3317260234 END BALANCE	BEG. BA	LANCE 01.00 01.00	0.00	181.80 282.80 282.80
04/01/2023			595-595-829.000	FRAILER PARK - TA	AXES	BEG. BA	LANCE		37,206.03
04/30/2023			595-595-829.000		END BALANCE		0.00	0.00	37,206.03
04/01/2023 04/21/2023 04/30/2023		RCPT	595-595-910.000 I MISC ACCOUNT OF REV 595-595-910.000		END BALANCE	BEG. BA		53.28 53.28	440.25 386.97 386.97
04/01/2023			595-595-952.000 h	MHP-CITIZENS LOAM	PRINCIPAL	BEG. BA	LANCE		60,137.17
04/30/2023			595-595-952.000		END BALANCE		0.00	0.00	60,137.17
04/01/2023			595-595-952.500 N	MHP-CITIZENS LOAN	INTEREST	BEG. BA	LANCE		1,593.64
04/30/2023			595-595-952.500		END BALANCE		0.00	0.00	1,593.64

05/03/2023 11:01 AM User: SHELLY

GL ACTIVITY REPORT FOR VILLAGE OF LEXINGTON

TRANSACTIONS FROM 04/01/2023 TO 04/30/2023

DB: Village Of Lexington JNL Type Description Date Reference # Debits Credits Balance 04/01/2023 595-595-973.100 WATER-UTILITIES BEG. BALANCE 45,209.02 04/30/2023 595-595-973.100 END BALANCE 0.00 0.00 45,209.02 04/01/2023 595-595-973.200 SEWER-UTILITIES BEG. BALANCE 32,677.75 32,677.75 04/30/2023 595-595-973.200 END BALANCE 0.00 0.00 04/01/2023 BEG. BALANCE 595-595-999.000 TRANS TO OTHER FUNDS 225,572.04 04/28/2023 GJ 25,063.56 25,063.56 250,635.60 250,635.60 MHP ALLOCATION AP 2023 595-595-999.000 2569 JE 04/30/2023 END BALANCE 0.00 TOTAL FOR FUND 595 LEX MOBILE HOME PARK 46,409.85 53.28 614,850.52

Page:

3/3

Playground Update:

We are excited to tell everyone the Playground equipment will start to arrive in June and the bigger pieces will be coming in July. We do not have exact dates at this time but our contact person has kept us informed and will continue to email us regarding shipment dates and items being delivered.

Beach Mat:

The order for the Beach Mat has been approved and we do not have an exact date of delivery but we will keep everyone updated on delivery.

Lexington North Shores Rules and Regulations DRAFT 05/07/2023

Effective July 1, 2023, 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 LNS rule violations that are consistent with the Village Ordinance Grade A violations and enforcement timeline. LNS rule violations will follow the table below unless otherwise specified by the Village Ordinances:

The Village of Lexington Council establishes by Resolution #2006-04 the Municipal Civil Infraction Violation Notice Fines henceforth from June 1, 2006.

Mu	nicipal Civil In	fraction Violat	tion Notice Fin	es*
Violation	1st Offense	2 nd Offense	3 rd Offense	4th Offense
Grade A	\$50.00	\$100.00	\$150.00	\$250.00
Grade B	\$100.00	\$150.00	\$225.00	\$300.00
Grade C	\$150.00	\$200.00	\$300.00	\$400.00
*Adopted by C	Council May 15, 2	006	•	

^{1&}lt;sup>st</sup>. Written Notice 10 days are given for resident to correct the problem, if not corrected then.

^{2&}lt;sup>nd</sup>. 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.

Anti Blight Ordinance

An ordinance to prevent, reduce or eliminate blight, blighting factors or causes within the Village of Lexington. Please refer to Section 3-1-3-3 of the Village of Lexington and Zoning Code of Ordinances.

Section 3 Enforcement and Penalties

- A. This ordinance shall be enforced by the Village Business Manager or his designee.
- B. The owner, if possible, and the occupant of any property upon which any of the causes of blight or blighting factors is found to exist shall be notified in writing to remove or eliminate such causes of blight or blighting factors from such property within 14 days after service of the notice upon him. Such service may be served personally or by registered mail, return receipt requested. Additional time may be granted by the enforcement officer where bonafide efforts to remove or eliminate such causes of blight or blighting factors are in progress.
- C. Failure to comply with such notice within the time allowed by the owner and/or occupant (14 days) 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 of \$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 Statistics table for consumer price index (CPI) for Midwest Urban Class. Any rent increases will be based on the Bureau of Labor Statistics table.

The rent adjustment <u>will not exceed</u> 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, in writing, via United States Postal Service (USPS).

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

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. Criteria for applicants include the following:

- A. Credit history check, proof of income, and criminal background check.
- B. No previous eviction from Lexington North Shores or any other rental community.
- C. No previous non-compliance with Lexington North Shores Rules.
- D. Agree to comply with the Rules and Regulations and 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 (not including utilities).

- 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.
 - 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 (NSF) checks will be applied. If two NSF checks are received during the lease, future payments by personal check will not be allowed, and 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 <u>ALL</u> utilities are <u>CONNECTED</u> and a Certificate of Occupancy is issued.
- Mobiles not equipped with heat tape must notify the village to have the water shut off at the curb stop, and are responsible to have their plumbing and village curb stop winterized from October 31, through April 15. Winterizing the curb stop 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 OR to the curb stop, 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 stop. All mobiles must permit access to the curb stops for emergency purposes. Starting January 1, 2020, all new mobiles, as well as mobiles that receive plumbing alterations, must install shutoff valve at the curb stop 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 stops 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 curb stop to the home. (If damage is caused by the tenant's neglect beyond the curb stop, it is the tenant's responsibility for any

- and all repairs, above or below ground, including the water meter.
- 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 owner 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.
- C. No owner may own more than one mobile at a given time. Exceptions may be made to those tenants in the process of selling a mobile.
- D. All mobile homes new to Lexington North Shores must be a minimum of 500 sq. ft. and must be HUD-approved. If the mobile is older than 10 years, the mobile must have a factory installed pitched shingle roof and lap vinyl siding. The tiny-house movement (also known as the small house movement) is an architectural and social movement that advocates for

- downsizing living spaces, simplifying, and essentially "living with less". According to the 2018 International Residential Code, Appendix Q Tiny Houses, a tiny house is a "dwelling unit with a maximum of 37 square meters (400 square feet) of floor area, excluding lofts". The term "tiny house" is sometimes used interchangeably with "micro-house".
- E. A licensed mobile home inspector must inspect all mobile homes, at owner's expense, before entering Lexington North Shores. All required repairs must be made, and a re-inspection done, at owner's expense, before occupancy or being moved into Lexington North Shores.
- F. 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.
- G. Each mobile must be equipped with a fire extinguisher, a centrally located smoke detector, and a smoke detector in each bedroom.
- H. Any mobile coming into Lexington North Shores must have gutters and downspouts installed within 30 days of the installation of the mobile. Also, if a mobile is going to be moved from one site to another in Lexington North Shores, gutters and downspouts must be installed on the mobile within 30 days after it has been moved. Gutters shall have downspouts directed to the road.
- I. The Village Office must be supplied with a copy of the title for proof of ownership.
- J. 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 check, proof of income, 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 mobile per the state.

- J. 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.
- K. When replacing a shed, it must be constructed of vinyl. Metal and wood sheds will not be allowed.
- L. Every home shall have a numerical lot number on the exterior easily visible from the road.
- M. All mobile homes shall be properly maintained. Tenants are required to keep mobiles updated and consistent with Lexington North Shores' vision, aesthetics and appeal.
- N. The storage of items in an unsightly manner is prohibited. There is no covered storage of any kind, with the exception of fitted covers, or, for winter storage (October 1st through April 30th), securely attached tarps (black, gray, beige, or brown covers and tarps only).
- O. Conducting a noticeable commercial business from any residence in Lexington North Shores is prohibited.
- P. 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.
- Q. Utility trailers, pop-up campers, and pickup campers ARE NOT ALLOWED in Lexington North Shores. A tenant, however, may erect a tent on their lot for use for up to 72 hours.
- R. Skirting is required on all mobiles and must be well maintained. The skirting must be of vinyl and must be installed within 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 park superintendent before making any changes or additions.

You must keep an alternate telephone number on file. If there is an issue with your lot, and a village official cannot reach you, they may contact the alternative number.

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.

- 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.
- 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.
- 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 outdoor 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.
- 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 must be vinyl and must be installed within 30 days of the installation of the mobile.
- 14 ORD- Spray painting of any kind is expressly prohibited.
- 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 Park Superintendent prior to doing any work.
- ORD- Recreational fires (campfires) shall not exceed an area of three feet by three feet by three feet, and must be attended at all times by an adult. 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. Fires must be in an enclosed fire pit and placed safely away 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.
- 18 Fireworks are not allowed anywhere in Lexington North Shores or beach areas.

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. 5.7.6 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. Ornamental grasses must not exceed a maximum of four feet high. Plantings shall not impair vision from the roadway. Dead plantings must be removed by November 1st.
 - 2. The planting of a tree requires approval from the Lexington North Shores. The superintendent 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 damage 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 is prohibited, including leaves and grass clippings. All refuse must leave the park. Leaves may be raked to the street for village pickup.
- 5. Fences are not allowed, including grasses used as fences. The definition of a fence is "a permanent or temporary barrier enclosing or bordering a plot of land or portion thereof comprised of suitable man-made materials for the purpose of preventing or controlling entrance or to confine within or to mark boundary".
- 6. The unoccupied portion of the lot after setting the home shall not exceed fifteen percent (15%) hardscape materials, such as concrete, pavers or gravel.
- 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 homes	10 feet to the street	10 feet to the next mobile	5 feet to the rear P/L (LNS rule)	Rear is 10 feet hardwall to hardwall.
Sheds	feet to the street	4 feet to the next mobile	5 feet to the rear P/L (LNS rule)	Not to exceed 80 sq. ft.
Decks	10 feet to the street	4 feet to the next mobile	5 feet to the rear P/L (LNS rule)	On double frontage lots: front 10 feet from the street; side 4 feet 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 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. Emterra Customer Service - (810) 667-4885. Any large article to be picked up 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 11:00 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 three 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 enforcement 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 a mobile 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, at the owner's expense, and performed within three months of the closing of the home. If the home inspection fails, another inspection is required, at the owner's expense, 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, whichever 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 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, rent, and utilities.
- 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, not including utilities.

Vehicle Regulations

A. All vehicles must be parked off the streets and within lot lines. Only two vehicles are allowed to park on a single lot, three 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 park office during office hours and before parking begins. Parking on another tenant's lot without permission is prohibited. Temporary parking on a lot that is vacant is only allowed by permit. Permits will be valid for a 72-hour period.
- B. Speed limits are posted. Any tenant receiving two warnings for exceeding the speed limit within a 6-month period is subject to enforcement 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 non-licensed dirt bikes, snowmobiles, go-carts, and non-licensed, non-permitted golf carts is prohibited in Lexington North Shores.
- H. Trucks rated over one ton are prohibited from being parked 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 is permitted to use the beach without adult or guardian supervision.
- D. Glass containers and bottles are prohibited on the beach.
- 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.

Section 6-36. Regulated on public beaches. (This is a Grade A violation.)

1. Except as otherwise provided by state law, no person owning, harboring, keeping or in charge of any dog shall allow such dog on any property in the village designated as a public 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. A limit of two pets per household is 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.
- 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.

Section 6-35. Cleaning up defecation.

No person owning, harboring, keeping or in charge of any dog shall cause, suffer or allow such dog to soil, defile, defecate or commit any nuisance on any public street, sidewalk, park or other public property, or upon private property without permission of the owner of the property unless:

- 1. The person who owns, harbors, keeps or is in charge of such dog shall immediately remove all droppings deposited by such dog in any sanitary method. The person shall possess a container of sufficient size to collect and remove such dog droppings and exhibit the container, if requested, by any official empowered to enforce this article. (This is a Grade A violation.)
- 2. The droppings so removed shall be disposed of by the person owning, harboring, keeping or in charge of such dog in a sanitary method.

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.
- 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.