

**Lexington North Shores**

**Rules and Regulations**

Effective September 1, 2023

approved by The Village of Lexington Council on August 28, 2023

These Rules and Regulations govern the Lexington North Shores mobile home park 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 Ordinances and enforcement timeline. LNS rule violations will follow Section 3 Enforcement and Penalties below unless otherwise specified by the Village Ordinances. Please see villageoflextington.com for current ordinance information or visit offices for a copy.

I. Blight Enforcement

Tenants and occupants in Lexington North Shores shall maintain their mobile homes and lots in compliance with all applicable Village of Lexington Ordinances, including, but not limited to, Village of Lexington Ordinances to prevent, reduce, or eliminate blight. In addition to penalties and enforcement actions allowable under Village of Lexington Ordinances, the failure to maintain homes and/or property in compliance with Village of Lexington Ordinances shall be considered a violation of these Rules and Regulations subject to fines and penalties provided herein.

Please refer to Section 3-1-3-3 of the Village of Lexington and Zoning Code of Ordinances, as listed below.

*Section 3 Enforcement and Penalties*

*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.*

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 park. 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 park 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://michiqanleqalhelp.org.

# II. 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 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, in writing, via first class mail.

The rent rate described above does not cover the cost of mandatory utilities required in the park, including water usage, water readiness, sewer usage, sewer readiness, garbage and/or recycling pickup (the “Utilities”). In addition to rent, tenants shall be responsible for the cost of Utilities at rates determined by the Village of Lexington. Utility rates are subject to change upon 30 days written notice to tenant delivered to tenant’s address of record via first class mail. The rent rate also does not include other optional utilities, such as electrical, gas, phone, cable and/or internet, which if available, are the responsibility of the tenant.

III. 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:

1. Satisfactory credit check, proof of income, and criminal background check.
2. No previous eviction from Lexington North Shores or any other rental community.
3. No previous non-compliance with Lexington North Shores Rules.
4. 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

# IV. Security Deposit

1. All new tenants will be required to pay a security deposit equal to one month's rent (not including utilities).
2. A security deposit is required at the time of the Lease Agreement being signed. The first month’s rent will be due as noted in lease. 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 in an unacceptable condition, the Landlord will make arrangements for the lot to be remedied and the charge will be deducted from the security deposit.

# V. Financial and Legal Responsibilities

1. 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. The late charge assessed herein is related to the actual costs incurred by the Landlord in the event of a late payment.
2. Payments may be made by personal check, cashier's check, money order, credit card, or auto withdrawal through the Village office.
3. 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.

# VI. Utilities

1. Before purchase/occupancy of any existing or new mobile home, the home 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 Certificate of Occupancy is issued.
2. 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.
3. The Village Office must be notified by the tenant, in writing, when the mobile home is winterized each year.
4. 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.
5. 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.
6. 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.
7. 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.
8. Relocation of any utility is the expense of the tenant when requesting the relocation.

VII. Mobile Home Guidelines

1. Prior to the 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).
2. 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”. Tiny houses, micro houses or the like are not permitted in the park.
3. 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. Landlord shall be provided a copy of all inspection and re-inspection reports prior to a new mobile home entering the park.
4. 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.
5. Each mobile must be equipped with a fire extinguisher, a centrally located smoke detector, and a smoke detector in each bedroom.
6. All mobiles placed in or moved within Lexington North Shores must have gutters and downspouts installed within 30 days of the installation. Downspouts shall be directed to the road.
7. The Village Office must be supplied with a copy of the title for proof of ownership.
8. All changes in ownership must follow the process of an application to sell, application to reside, and a new lease.
9. 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.
10. When adding or replacing a shed, it must be constructed from vinyl. Metal and wood structures will not be allowed.
11. Every home shall have a numerical lot number on the exterior easily visible from the road.
12. All mobile homes shall be properly maintained. Tenants are required to keep mobiles updated and consistent with Lexington North Shores' vision, aesthetics and appeal.
13. 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).
14. The primary purpose of all mobile homes in the park must be residential, only for those tenants identified and approved on the lease. No mobile home shall be used for or in connection with the operation of a commercial business, which in any way: (i) is noticeable or identifiable from the outside of the mobile home; (ii) causes increased traffic in the park; (iii) results in a nuisance in the park; or (iv) disrupts the quiet enjoyment of other tenants in the park.
15. 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.
16. 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.
17. Skirting is required on all mobiles and must be well maintained. The skirting must be of vinyl or aluminum and must be installed within 30 days of the installation of the mobile.
18. Short-term rentals are not permitted in the park.
19. 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.

VIII. 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 alternate 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.

* 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.
  3. ORD - The storage of flammable, combustible, or hazardous material is expressly 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 working order and free of rust, loose covers, and faulty connections. All window and wall units must be self-supported.
  5. ORD - No outdoor aerials or towers are permitted. Satellite dishes and digital antennas up to 24" in diameter and 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. Skirting is required on all mobiles. The skirting may be of vinyl or aluminum and must be installed within 30 (thirty) days of the installation of the mobile.
  14. All mobiles are required to have a life, safety and habitability inspection every five (5) years. The cost of the inspection will be the obligation of the tenant. Any safety deficiencies shall be corrected within 90 (ninety) days of the inspection. Verification of corrections will be copied to the Village. Written notice will be sent by the Village prior to the inspection to establish an appointment time.
  15. ORD - Spray painting of any kind is expressly prohibited.
  16. ORD - All renovations or repairs of a mobile must be completed by a licensed contractor.
  17. ORD - Campfires shall be in an enclosed fire pit which must have a lid and be a minimum of four feet (4) from any mobile. There shall be no open fires. Fireworks are not allowed anywhere in the park.
  18. Fencing is not permitted on mobile home lots.

IX. 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.

# X. Landscaping

The Following Rules are per Village Zoning Ordinance (See Sec. 5.7.6 of Zoning Ordinance)

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.
2. The planting of a tree requires approval from the environmental committee of the Village of Lexington for location as well as species. MISS DIG must be called prior to the placement of a tree. If the tenant fails to phone, any/all damage to underground utilities shall be the sole responsibility of the tenant.
3. Hardscape landscaping in the park (i.e. driveways, sidewalks, paver paths, paver or concrete patios) are permitted only with a Land Use Permit and an approved site plan. Prior to any digging or prep work for landscaping MISS DIG must be called to identify all underground utilities. Damage to underground utilities shall be the sole responsibility of the tenant if work is done without MISS DIG identification.
4. Dumping of any refuse over the bluff is prohibited.
5. 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 a preliminary site plan review per the requirements and in accordance with PA 96 of 1987, as amended.

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

5.7.9. Set Back Requirements

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| District | Front | Side | Rear | Other |
| Mobile home | 10 feet to the street | 10 feet to the next mobile | 4 feet to the rear P/L |  |
| Sheds | 10 feet to the street | 4 feet to the next mobile | 4 feet to the rear P/L | Not to exceed 80 sq. ft. |
| Deck | 10 feet to the street | 4 feet to the next mobile | 4 feet to the rear P/L | On double frontage lots: front 10 feet from the street; 4 feet from the street. |

# XI. Garbage Pickup

Tenant shall comply with all rules and restrictions of any waste hauler selected by Landlord to operate in the park.

1. 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. Any large article to be picked up must be prearranged with the garbage company in advance. (877) 609-6753.
2. 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.
3. 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.
4. Dates of pickup may be subject to change due to holiday schedules or a change to hauler contract — tenants will be notified.
5. Direct any questions to Emterra Customer Service – (810) 667-4885.

# XII. 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. 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.

# XIII. Conduct

1. 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.
2. Quiet time is from 11:00 P.M.-8:00 A.M. Exceptions may be made with the permission of the superintendent, e.g. emergency construction.
3. 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.
4. 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.

# XIV. Selling or Transferring Mobile Homes

1. 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.
2. 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.
3. Prospective buyers must first fill out an “Application to Reside” 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.
4. Land contracts, rent with the option to buy, or similar transactions are NOT allowed.
5. Before occupancy, the purchaser must be approved to reside, sign the lease, and pay the first month's rent and the security deposit equal to one month's rent, not including utilities.

# XV. Vehicle Regulations

1. 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.
2. 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.
3. Heavy mechanical work on vehicles in Lexington North Shores is prohibited. Minor maintenance, except for oil or other fluid exchanges, is allowed.
4. All vehicles parked in Lexington North Shores must have a valid license plate.
5. Trailers of any sort are not allowed to be stored or parked in Lexington North Shores (Ordinance 5.7.4).
6. Lights and reflectors must be used on all non-motorized vehicles.
7. The use of non-licensed dirt bikes, snowmobiles, go-carts, and non-licensed, non-permitted golf carts is prohibited in Lexington North Shores.
8. Trucks rated over one ton are prohibited from being parked in Lexington North Shores.
9. 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.
10. 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.

# XVI. Beach Conduct

The beach adjacent to the park is a public beach and for the use and enjoyment of all tenants and their guests. Use of the beach is subject to the following:

1. 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.
2. No lifeguard is on duty, residents and visitors swim at their own risk.
3. The beach is closed between the hours of 11 P.M. and 6:00 A.M.
4. Fires are not allowed on the beach.
5. No child under the age of 12 is permitted to use the beach without adult or guardian supervision.
6. Glass containers and bottles are prohibited on the beach.
7. 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.
8. Storage sheds or structures of any kind are not allowed on the beach.

Section 6-36. Regulated on public beaches.

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.

# XVII. Pets

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

1. 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.
2. All pets must be properly inoculated. A current shot record must be kept on file with the lease.
3. A limit of two pets per household is permitted.
4. No animal shall be housed or penned outdoors. Animal shelters, houses, and pens are prohibited. Visiting pets are the responsibility of the tenant.
5. 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.
6. Animals are not allowed on the beach (above the high-water mark) or on the playground.
7. Any animal that has bitten or attacked a person within Lexington North Shores, shall be immediately removed from Lexington North Shores permanently.

*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.*

# XVIII. Clubhouse Use

The clubhouse may be rented by residents of the Village of Lexington 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.