



MOBILE HOME COMMUNITY

16751 Turner Road Lansing, Michigan 48906 Phone (517) 487-6565

PARK RULES, REGULATIONS AND INSTRUCTIONS

Valley Estates is a pleasant place to live. As in any community, there are rules and regulations to help make it pleasant for all. For your benefit and for the benefit of your neighbors, your attention is called to the following regulations, which are in addition to Federal, State and Local laws.

1. When applying for park space, all tenants must sign these rules in person at the office.
2. The owners and management of Valley Estates Mobile Home Community absolve themselves and their heirs from all liability or responsibility pertaining to any and all loss by fire, theft, accident, personal injury or any other cause whatsoever to any tenant guest or visitor.

The Owner's shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts of omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises described herein or for any loss or damages resulting to Tenant or his property from bursting, stoppage or leakage of water, gas, sewer or steam pipes. Tenant agrees that Owner shall not be liable for any damage or injury to persons or property occurring on the premises, playground or recreational facilities of the Owners.

3. All occupants residing at Valley Estates must be registered, including the name of every occupant and or person staying temporarily or permanently in the Mobile Home. This includes children occupying the Mobile Home. The Mobile Home and all vehicles must also be registered. The persons responsible for the Mobile Home shall sign the register, cognizant of all facts contained and any person furnishing misinformation for purpose of registration is guilty of misdemeanor.
4. Mobile Homes parked at Valley Estates are not to be sublet or occupied by unapproved or unregistered persons.
5. The Management reserves the right to require tenants in Valley Estates to vacate within 48 hours if the Management deems a tenant's acts of conduct detrimental to or incompatible with the interest, harmony, comfort or welfare of the tenants or Management of Valley Estates as a whole. In this event, a full refund covering the unfinished rent will be made without any further obligation or liability on the part of the Management. Also, where we find it necessary, the Management reserves the right with 48 hours notice, to move the mobile home from one lot to another.
6. A security deposit is required.
7. All space rental is payable on or before the **first** day of the month. There will be a **LATE CHARGE** made on any rent not received by the end of the 7th day of the month and on each subsequent month that the rent is delinquent. Tenant agrees to pay this late charge. There is also a charge for returned checks for insufficient funds or for stopped payment checks. Consult your **fee** sheet for charges.
8. A tenant desiring to move shall give the Management at least 10 days notice, allowing us reasonable time to prepare our schedule for releasing the **mobile home** from the site. Also, upon departing from the park, please see that your account at the office is paid in full. Any clean-up or repairs required for the homesite, unpaid bills for rent, etc., will be deducted from the security deposit, Tenant agrees to pay these amounts.

9. Tenant's mobile home must move into or out of the park between 8:00 a.m. and 5:00 p.m., Monday through Friday and clear through Management office before moving.
10. Due to underground services, positively no digging or driving of stakes rods, or any instrument into the ground in or around the Valley Estates property will be permitted. Written permission must be obtained from Management for any deviation from this rule. If any charges are incurred by Valley Estates because of Tenants failure to follow this rule, Tenant agrees to pay for all such charges.
11. Mobile Homes must be skirted around bottom with Management approved material and have a Management approved utility building within 30 days of the date a tenant moves in. Skirting must be in place with no gaps and be kept in good repair at all times.
12. Mobile Home lots must be kept clean and neat at all times by the Tenants. No cans or litter will be permitted to remain on the property or under mobile homes; nor will any condition be allowed to exist that may aid in the breeding of insects or the creation of unsanitary conditions or fire hazards. All items stored on tenant's lot (other than complete automobiles in regular use, swing sets and lawn furniture) must be kept inside an attractive storage building with doors normally kept closed. This means all items including toys, bikes, motorcycles, trashcans, extra furniture and appliances, tools, lawn mowers, tires, etc.
13. Each tenant is responsible for keeping the yard mowed, trimmed and clean.
14. Mobile Homes, Storage buildings, skirting, steps, awnings and carports in top repair and painted as needed.
15. **See Revised Rule, Page 7 regarding Trash Pick up**
16. Planting of shrubbery, flowers, tress or fences of any kind or type must first have the approval of Management in writing. You are encouraged to make lot improvements to serve your desires, but due to underground services installed, we must protect your safety and welfare, therefore, it is only a matter of referring to our engineering layout.
17. We must agree, that in order to maintain a beauty spot of your own, one must put forth same effort, therefore, we will appreciate your cooperation by seeding your lawn and bare spots, fertilizing your lawn at least once a year, keeping the grass, shrubs and trees well watered. We are sure this can be done without wasting the water into the streets and catch basins. Free grass seed and black dirt is supplied by Management. Together, cooperating with one another, we can create and maintain a community that we will be proud of and a credit to all.
18. Lawns must be kept in good condition by the Tenants per the following suggested methods:
 - A. A tenant may do his own lawn work.
 - B. A tenant may hire any available person or service company to keep his lawn in good condition.
 - C. The tenant may hire the management to provide lawn maintenance at a fee.
 - D. Maintenance is expected of each tenant. Continued carelessness will force the Management to perform tasks that shall be charged to the tenant on an hourly basis. This included grass cutting, trimming and general tidiness.
19. For the safety and protection of everyone residing or visiting in the Park, cars, trucks etc., must be driven slowly, carefully and without unnecessary noise on Valley Estate streets. Please observe posted speed limits (15-MPH Maximum). No vehicle or machinery of any kind to be overhauled, repaired, or torn down on Valley Estates streets, driveways or sites. They must be removed from the Park when making repairs.
20. Any motorized vehicle that is not licensed to operate on public road, such as dirt bikes, all terrain vehicles, off road vehicles, snowmobiles, but not limited to same, are not allowed to operate on Valley Estates property, developed or undeveloped. Any unlicensed vehicle or any vehicle that is not in operable condition may not be kept in the Park.

21. If a tenant is operating any motorized vehicle, licensed or unlicensed in the Park in a manner considered by the Management to be a safety hazard or a threat to the well being and peaceful occupancy of the Park, the Management reserves the right to demand that the vehicle be prohibited from the Park or the Management will take legal action to evict the Tenant.
22. The majority of people love children, but not destructive ones. Children are not to be allowed to interfere with Park occupant's peace and quiet. Running across lawns, throwing stones or playing ball in the streets will not be allowed. Children should be instructed to use the sidewalks. Children must be supervised by Tenant or responsible adult. Tenants must limit their play to their own yard, public playground, or neighbor's yard, when invited.
23. Cabanas, screened porches, awnings, carports, etc., are encouraged, but must be approved by the Management before erecting.
24. House pets only allowed in Park and no more than two (2) dogs. No **Pit Bulls, German Shepherds, Doberman Pinchers or Rotweilers or any mix thereof.** All animal **Owners must be on the other end of the leash at all times when animals are outside.** Animals **cannot be staked or tied to anything while outside.** Disturbances of any kind will meet with neighborly objections, which Management will be obliged to support. Owners will be held responsible for any and all damage by their pets. Residents who wish to keep a dog must pay \$25.00 per month per dog along with their monthly Lot Rent.
25. **See Revised Parking Rule**
26. The use of fire arms, sling shots, bow and arrows and air rifles are prohibited on Valley Estates property, including undeveloped property
27. No outside drying lines will be permitted on any Mobile Home site. No storage of bottles, cans or boxes around or under Mobile Home will be permitted.
28. Radios, TV's, and other musical instruments to be used in a manner not disturbing to Tenant's neighbors.
29. Bicycles must be ridden in streets only, not on sidewalks or through yards.
30. Tenant's guests are welcome and Tenants are responsible for their guests observing Park rules. A guest staying more that 14 days becomes a registered resident and subject to monthly rental fees.
31. Telephone connections are provided to all spaces by underground cables and service is available upon application to Ameritech.
32. Disposal of sanitary napkins or so-called disposable diapers or other items such as things made of rubber, cloth, etc., in Mobile Homes or Community toilets is not allowed. They could be responsible for stopping up tenant's sewer and possibly the Park system. A garbage disposal is required in each home. Tenant agrees to pay for any and all expenses incurred by landlord due to sewage stoppage caused by Tenant.
33. Tenant agrees not to cross occupied lots and to make sure that his/her children do not cross occupied lots.
34. Drunkenness, or any acts of crude or offensive conduct or coarse language will not be tolerated or permitted on Valley Estates property.
35. No peddling, soliciting or commercial enterprises to be practiced in the Park, other than those authorized by the Management.
36. For sale signs may only be placed in the windows of a mobile home. They may not be placed on the lawn or on the outside of the mobile home.
37. **See Revised Resale Rules**

38. A mobile home to be accepted in the Park, must be in excellent condition, in the judgment of the Management and not less than 12' x 60', except double wides.
39. To insure your safety and the safety of others, we insist that no Tenant connect, adjust or otherwise alter the utility connections. For your guidance, the Park can supply a list of qualified service men.
40. No combustible materials shall be stored under a mobile home.
41. The installers will connect the water riser, sewer and heating tape. The tenant will be responsible for preventing freeze-up of the lines by keeping the heating tape turned on at least from October 15th to May 1st. Damage caused by freezing must be repaired at the tenant's expense and inconvenience. Management is responsible for water and sanitary sewer services 2 ½ feet down in the ground and under. The tenant is responsible for the 2-½ feet up and above ground.
42. Before a mobile home can be accepted for placement in a mobile home park, it shall be equipped with at least 1 extinguisher (fire) approved by the national fire protection association. It shall also be equipped with at least 1 smoke detector approved by the state construction code commission. The mobile home park management shall notify in writing each tenant that Act No. 133 of the Public Acts of 1974, being 125.771 et seq. of the Michigan Compiled Laws requires that all mobile homes manufactured sold, or brought into this state shall be equipped with at least 1 fire extinguisher and 1 smoke detector.
43. Boats, boat and or utility trailers, travel trailers, campers, extra cars, other than the two allowed, or any other vehicles, other than cars, cannot be parked in streets, drives or on tenant's lots. Trucks in excess of ½ ton may be kept only with the specific approval of Management in writing.
44. Maximum size of Satellite Dish is 18" wide, and must be placed on home at rear of home, not on front facing street. Satellite Dish may not be placed anywhere on the ground. The placement and wiring of the dish must be done in a professional manner and be approved in writing by Management prior to installation and upon completion.
45. Deviations from these rules will be authority for Management to remove your Mobile Home from Valley Estates property.
46. Management reserves the right to set policy for situations not covered in these rule and regulations.
47. These rules and regulations may be changed by Management without obligation.
48. All rents are to be paid by **Check** or **Money Order** only.

REQUIREMENT BY THE STATE OF MICHIGAN

Mobile Home Commission Rules.

Part 6

Mobile Home Installation – Rule 125.1603 Utility Hook Ups

Subsection C

Drain – At a minimum, schedules 30 plastic pipe, with a minimum 3' diameter shall be used from the mobile home drain outlet to the site sewer service riser. The drain line shall be supported at not less than 4' intervals. Plumbers strapping shall be used for support where possible. All joints shall be sealed to preclude leaks. There shall be an approval seal at the sewer riser. All plumbing shall be installed pursuant to local codes. Amended October 21, 1982.

Subsection D

Effective two years after the next annual inspection or upon sale of a mobile home on site within a mobile home park, whichever is sooner, the drain line from the drain outlet of the mobile home to the riser shall, at a minimum, be scheduled 30 plastic pipe with a 3' sewer diameter.

It is the responsibility of the Park to notify all tenants of this requirement. If the tenant does not comply with this requirement within the specified two year time limit, or fails to comply upon sale of the mobile home, the park shall insure compliance and may charge the tenant for actual cost of material and labor, plus a \$10.00 service charge. (Effective October 21, 1982)

**Rules and Regulations
Revised March 1994**

RESALE RULES

Every resident has the right to sell his or her mobile home in Valley Estate Mobile Home Park, at a price determined by the resident, subject to the following conditions and requirements.

The home must be in excellent overall condition and repair. The home and site must be maintained in accordance with the rules and regulations of the Park. The home must fit in aesthetically and be compatible with the surrounding homes and the Mobile Home Park generally.

RESALE OF MOBILE HOME – Mobile Homesites are non-transferable. Mobile homes may not be rented or sublet. Residents may resell their home on its site within the community so long as the home meets community specifications. If the home does not meet these specification, it must be brought in conformance or be removed form the community. Resident selling their home on-site must have their home inspected by community management prior to selling. A nominal fee of thirty (\$30.00) dollars is charged for this inspection. No home will be allowed to remain on site and the homesite will not be transferred to your buyer without a Resale Authorization approval of Management. Prior to finalizing the sale of your home, after receiving and be accepted by the Management, pay all applicable fees, deposits and provide proof of ownership. Qualification for acceptance into the community for site rental will be based upon acceptance of community rules and regulations, credit and income. The resident homeowner or person selling the home is responsible to conform to all resale inspection requirement. Only one "For Sale" sign not to exceed 18 x 12 may be placed in front or side window. No signs of any kind shall be erected on the homesite or the exterior of the home. Any sign not in conformance with this section will be removed by Management without notice.

Valley Estates does not warrant that the mobile home inspected is in conformity with applicable building codes, that the mobile home is free from defects or that the mechanical, plumbing or electrical systems, including appliances connected therewith, are in working order. The Resale Inspection does not create any warranty of merchantability and there are no other warranties created herein. Tenant/Seller acknowledges that the Resale Inspection conducted at Tenant/Seller's request is for a determination of whether the mobile home is eligible to remain in the mobile home community in accordance with applicable mobile home community rules, if sold. Tenant/Seller agrees that such inspection is not for the benefit of any prospective purchaser and that Tenant/Seller shall not hold such Resale Inspection report out to a prospective purchaser as a representation of the condition of the mobile home proposed to be sold or its fitness for sale.

Smoke detector(s) and fire extinguisher must be present in accordance with Act 133 of Public Acts of 1974, being 125.771 et seq. of the Michigan Compiled Laws.

Resale Inspection charge of Thirty (\$30.00) Dollars is valid for one (1) year.

If the home is not sold within sixty (60) days after receiving the Resale Authorization, Management must reinspect home for any discrepancies when the homeowner or sales company has a new buyer.

Homeowner must have a signed sixty (60) day Resale Authorization from Management and buyer must be approved prior to finalizing sale of home.

It shall be seller's responsibility to inform prospective purchaser of all above pertinent information regarding the resale of mobile home.

This revises and replaces rules 36 and 37 of the Valley Estate Mobile Home Park rules; all other rules of the park remain the same.

REVISION ON RULE #15 – TRASH PICK UP

#15. Trash will be picked up at tenant lot once a week. You will be informed of pickup schedule. All trash must be placed in plastic bags, neatly tied at the top. Garbage is **not** to be placed at curb the night **before** pickup.

Large items that are too large to fit into plastic garbage bags, such as mattresses, appliances, tires, boards, construction materials, carpeting, furniture, etc., but not limited to same is an extra charge by the garbage pickup company and will be charged to the tenant. This is not normal garbage pickup that is included in your rent. Call the office for information on the additional charge per pickup item. The additional charge will be added to the next months rent.

Effective July 16, 1998

Revised Rule 702a now reads as follows:

Rule 702a. The community management shall notify each resident, upon occupancy, of all of the following:

- (A) The home site shall be kept free of fire hazards, including combustible materials under the home.
- (B) If fire hydrants are available within the community, then vehicular parking on internal roads is prohibited within 10 feet of a hydrant.
- (C) Each home site shall be numbered and clearly marked for positive identification. Each number shall be easily readable from the road servicing the home site.
- (D) Act No. 113 of the Public Acts of 1974, being §125.771 et seq. of the Michigan Compiled Laws, which provides for home fire protection, requires equipped with at least 1 fire extinguisher approved by the national fire construction code commission. The homeowner of a home brought into this state for use as a dwelling shall have 90 days to comply with the subdivision. Notification shall be in writing and may be through community rules.

Amended Rule 706 now states:

Rule 706. Immediately upon occupancy, the community shall provide each community resident with written information indicating whether the local government provides a severe weather warning system or designated shelters and, if provided, describing the system and giving the nearest shelter location.

Valley Estates does not have an emergency shelter, the Township does not offer any at this time either. Each resident will be solely responsible for his or her own safety in an emergency situation.

If any resident has any questions or concerns regarding this matter, please feel free to contact your community manager.

Effective March 1, 2002

Water & Sewer

All Tenants residing in **Valley Estates M.H.P.** will be metered. Tenant(s) will be responsible for paying their own water & sewer charges.

Valley Estates M.H.P. has contracted with **Universal Utilities, Inc.**, to provide water & sewer metering services to the Tenant(s) within **Valley Estates M.H.P.**

Tenant(s) of **Valley Estates M.H.P.** will be billed individually and will be expected to make payments for their water & sewer charges to **Universal Utilities, Inc.**

- It is the responsibility of the Tenant(s) to protect the meter from freezing. Make sure that your water line is properly insulated and that the heat tape is plugged in and working properly before cold weather strikes. In the event that the meter shall freeze then the Tenant(s) will be responsible for paying for any repair and/or service charges.
- It will be the Tenant(s) responsibility to pay for any repairs to any damaged metering equipment and the cost of any field calls to the premises.
- Tenant(s) account's that remain unpaid to **Universal Utilities, Inc.** will be subject to shut off. If the service has been shut off for any reason the Tenant(s) will be responsible for paying for any fee's that are needed to reconnect service to the home.
- Any new Tenant(s) of **Valley Estates M.H.P.** will be responsible for setting up an account with **Universal Utilities, Inc.** for water & sewage usage. If there is a change in ownership, tenancy or service then the Tenant(s) will be responsible in notifying **Universal Utilities, Inc.**

Effective January 22, 2004

Pools

Management will allow Residents to place a small wading pool (maximum size 6' x 12" deep) on their home site with prior written permission and under the following conditions: Wading pools must be emptied and stored in a shed when not in use. Parents must be present and supervising the children when pool is in use. Pool must be emptied on a daily basis when pool is not in use and parents are not supervising. Any damage to the lawn is the Resident's responsibility to repair/replace.

Hot Tubs

Are not allowed in **Valley Estates Mobile Home Park** under any circumstances.

.....

Storage Sheds

Barn type wood utility storage shed must be installed within thirty (30) days of move in. No plywood or chipboard will be permitted. Metal Storage sheds are not allowed. The storage shed is not to exceed 96 square feet, whose height does not exceed the height of the manufactured home. The storage shed shall be a manufactured kit-form and approved by Management and the DeWitt Charter Township Building Department. All storage shed must be anchored to the base. Wire tie-downs are not allowed. Storage sheds must be kept in good repair and in a neat and orderly condition at all times. Storage sheds must be stained, painted, or have vinyl lap siding to match the home. Additional cement required to enlarge a shed pad is the direct responsibility of the resident, but must have Management approval and must comply with both local and state codes before the original shed pad is altered. One (1) storage shed per home site. **THERE WILL BE ABSOLUTELY NO OUTSIDE STORAGE OF ANY KIND PERMITTED ON THE HOMESITE.**

Effective July 15, 2007

Trampolines Regardless of size, shape and/or design are not allowed in **Valley Estates Mobile Home Park** under any circumstances.

Effective December 10, 2014

REVISION OF RULE #25

25. Off-street parking, two (2) cars to each site has been provided. Parking in the streets from October 1st through April 30th will be strictly prohibited; **any vehicle that is parked in the street during this time will be towed from the Community at the vehicle owner's expense.** Law prohibits parking within 10 feet of a fire hydrant.