

The following are conditions and changes to the

# Cadgewith Farms Rules and Regulations



These Rules will go into effect:  
**January 1, 2024**

Cadgewith Farms owners, staff, and residents are to follow all federal, state, and local laws. Including but not limited to the following: The mobile home commission Act “Manufactured housing general rules” <http://legislature.mi.gov/doc.aspx?mcl-Act-96-of-1987> . The mobile home buyer’s & resident’s handbook <https://www.madison-heights.org/DocumentCenter/View/203/Manufactured-Housing-Handbook-State-of-Michigan-Publication-PDF> . Fair housing, housing for older persons: <http://legislature.mi.gov/doc.aspx?mcl-Act-96-of-1987> <https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol1/xml/CFR-2017-title24-vol1-part100-subpartE.xml>

## Table of Contents

<b>EMERGENCY TELEPHONE NUMBERS .....</b>	<b>4</b>
<b>SEVERE WEATHER WARNING: SHELTERS.....</b>	<b>4</b>
<b>Cadgewith Farms Hours: .....</b>	<b>4</b>
<b>Phone Numbers .....</b>	<b>4</b>
<b>RULES AND REGULATIONS .....</b>	<b>5</b>
<b>Residency: .....</b>	<b>5</b>
<b>Housing and urban development .....</b>	<b>5</b>
<b>Definition of Resident: .....</b>	<b>5</b>
<b>Owner of Record: .....</b>	<b>5</b>
<b>Paper printing: .....</b>	<b>6</b>
<b>On-site Resale of Home:.....</b>	<b>6</b>
<b>Acknowledgement of Community Rules and Regulation's:.....</b>	<b>7</b>
<b>Right of Entry:.....</b>	<b>8</b>
<b>Cross Connections:.....</b>	<b>8</b>
Introduction:.....	8
Inspections: .....	8
Testing Backflow Prevention Assemblies: .....	9
Record Keeping: .....	9
Enforcement:.....	9
Annual Report:.....	10
<b>Amendments: .....</b>	<b>10</b>
<b>Conduct: .....</b>	<b>10</b>
<b>Enforcement of Rules &amp; Regulations: .....</b>	<b>10</b>
<b>Notice of Rule Violation:.....</b>	<b>10</b>
<b>Just Cause for Eviction:.....</b>	<b>10</b>
<b>Rent: .....</b>	<b>11</b>
Security Deposits: .....	11
Payment of Rent/Failure to Pay Rent: .....	11
<b>Termination of Tenancy: .....</b>	<b>12</b>
Payment of Rent During Termination Proceedings: .....	12
Liquidated Damages: .....	12
<b>Loss and Liability:.....</b>	<b>12</b>
Personal and Fire Safety: .....	12
Disclaimer: .....	12
<b>Roadways: .....</b>	<b>13</b>
<b>Pets:.....</b>	<b>14</b>
<b>Emotional support animal (ESA): .....</b>	<b>14</b>
<b>Home and Home-site Maintenance: .....</b>	<b>15</b>
Home site "Lot line": .....	15
Failure to maintain: .....	15
Damages:.....	16
Utility Connections: .....	16
Landscaping: .....	16

Effective Date: January 1, 2024

2

Tree Maintenance/ Removal: .....	17
Planting trees:.....	17
Lawn Irrigation: .....	18
Windows & Doors: .....	18
Skirting:.....	18
Wood skirting      Block Skirting.....	18
Newspaper boxes: .....	18
Eaves Troughs:.....	18
Sump pump: .....	18
Clothesline: .....	19
Fences or Privacy Walls: .....	19
Patio/Lawn Furniture: .....	19
Firewood Storage: .....	19
Outdoor fire pit: .....	19
Garages, Decks, and Additions:.....	20
Home Site Snow Removal: .....	20
Winterizing Home:.....	20
Water Shut Off Marker: .....	20
Yard Waste: .....	21
Trash Removal: .....	21
<b>Vehicles: .....</b>	<b>21</b>
Speed Limit:.....	21
Parking: .....	21
Maintenance on Vehicles:.....	22
Recreational Vehicles: .....	22
Motorcycles: .....	22
Golf Carts:.....	23
Right to Remove: .....	23
<b>Garage, Rummage, Yard, Estate, Moving and Auction Sales or similar type if sale: .....</b>	<b>23</b>
<b>Signage: .....</b>	<b>23</b>
Advertising, Soliciting, and Commercial Business: .....	23
Yard Signs:.....	23
<b>Clubhouse and Recreational Facilities: .....</b>	<b>23</b>
<b>CADGEWITH FARMS CLUBHOUSE RULES .....</b>	<b>25</b>
<b>Swimming Pool: .....</b>	<b>26</b>
<b>SWIMMING POOL RULES .....</b>	<b>26</b>
<b>Buyer's and Residents Handbook: .....</b>	<b>27</b>

## EMERGENCY TELEPHONE NUMBERS

Ambulance (Mercy).....(517) 482-1245  
Fire (Dewitt Twp).....(517) 669-0071  
Police (Dewitt Twp) .....(517) 669-6578

All emergencies DIAL 911

## SEVERE WEATHER WARNING: SHELTERS

DeWitt Township has a severe weather warning alert which is a loud continuous siren. Located at the corner of State rd. and Wood rd. in the Granger Meadows Park. The National Weather Service Radio will also have an alert (these radios cover all of Michigan). The local doppler radar will also broadcast on these radios.

Upon hearing any of these warnings you may want to proceed to the basement of the clubhouse. Entry may be gained by contacting the office. An electric chair lift is provided for use with battery backup if required.

### Cadgewith Farms Hours:

In-Office Hours: Mon – Thursday 9:00am – noon  
All Friday's office employees work from home,  
phone hours are 9am-noon.  
closed all weekends.  
Homes are shown by appointment.

CadgewithFarm@gmail.com

### Phone Numbers

Office and Maintenance..... 371-1101  
After hours' emergencies only..... 371-1101 press 2 for the emergency line,  
leave a message and someone will get back to you as soon as possible.

## RULES AND REGULATIONS

**EFFECTIVE January 1, 2024**

Welcome! We are committed to providing our residents pleasant surroundings within a well-grounded, peaceful and attractive manufactured home community. The community rules and regulations have been created to provide the residents with a written statement of our community standards and procedures. Please read the rules and regulations carefully. If you do not understand a particular rule, please ask your community manager to explain it to you.

**Residency:** Prospective residents must complete a rental application at the office. Management has the right to reject a prospective resident for any reason not prohibited by law. If a prospective resident provided false or misleading statements in the rental application, management will not approve the residency.

Maximum occupancy within a manufactured home in the community shall be as follows: two (2) persons per bedroom. Any persons residing within a home for more than (30) days will be considered a permanent occupant and must be registered with and approved by management.

**Housing and urban development:** In order for a housing facility or community to qualify as housing for older persons under § 100.304, at least 80 percent of its occupied units must be occupied by at least one person 55 years of age or older.

One resident shall be 55+ living within the dwelling to qualify as 55+. For a housing facility or community to qualify as housing for persons 55 years of age or older, it must be able to produce, in response to a complaint filed under this title, verification of compliance with § 100.305 through reliable surveys and affidavits. Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community: driver's license, birth certificate, passport, immigration card, military identification, any other state, local, national, or international official documents containing a birth date of comparable reliability; or A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

**Definition of Resident:** All registered adults are “residents” for the purpose of these rules and regulations. Violations of rules by one resident (or minor children or their guests) will result in the eviction of all occupants of a home and home site.

**Owner of Record:** At least one resident shall always be the owner of the manufactured home and the resident’s name shall appear on the certificate of title. All homes located in the community must be titled by the State of Michigan and a copy of such title must be provided to management if requested.

**Effective Date: January 1, 2024**

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If approved occupants are not living in the home after 1 year, the home is considered vacant. An additional charge of \$50 a month after the 1-year period will be assessed.

**Paper printing:** January 2024 all paper sent from Cadgewith farms office will cost \$1.00 per page. This includes any copies made as well. The \$1.00 will be charged at time of print and may be paid at that time or added to monthly fees paid on the 1<sup>st</sup> of the month with rents.

**On-site Resale of Home:** New or pre-owned manufactured homes, which are to remain on-site in the manufactured housing community, may be sold by the resident, owner or licensed retailer or broker, provided that the manufactured housing community management permits the sale, as established in Section 28a of the Act, and Rules R125.2001a, F125. 2005, R125. 2006 and R125.2009(e).

The right to occupy a home on the leased home site is not unconditionally transferable with the sale or transfer of title to the home. To ensure that the purchasers of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased home site after a sale or transfer, the following criteria must be met:

- A. Prior to placing a for sale sign of any type in front of the home, an inspection **MUST** be completed by management. The inspection is valid for one year and if the home is not sold within that period, a supplemental inspection may be required.
  1. Fire Extinguisher Inspection is required by law on fire extinguishers and smoke detectors. Act No. 133 of the public acts of 1974, being 125.771 et seq. of the Michigan Compiled Laws, which provides for the home fire protection, requires that all manufactured homes built, sold, or brought into this state shall be equipped with at least 1 fire extinguisher approved by the national fire protection association and 1 smoke detector approved by the Michigan Bureau of Construction Coded. The homeowner of a manufactured home brought into this state for use as a dwelling shall have 90 days to comply with this requirement, under 1974 PA 133, as amended. The manufactured housing community shall provide its residents with written notifications of this requirement, which may be published in the community rules.
    - I. Each home must contain at least one fire extinguisher with a minimum 2A-10-B-C rating with a current tag and at least one smoke detector within 10 feet of each bedroom approved by nationally recognized testing laboratories. Each home site shall be numbered and clearly marked for positive identification.
  2. Cross Connection inspections: All homes being sold in the community must have a current cross connection inspection on file and all backflow assemblies must be inspected. Please see the Cadgewith farms cross connection control plan in the office for more information.
- B. The exterior physical appearance and condition of the home and leased home site must be in good condition. Authorization of resale by management is not warranty to any person as is the condition of any part of the home, homes site or its accessories.

**Effective Date: January 1, 2024**

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- C. If the home is to remain on the leased home site, the purchaser must meet with the management, apply for and be approved for residency **PRIOR** to the closing on the sale of the home.
  - 1. This is a senior community and to maintain this status at least one person per household must be over 55 to qualify to live in the community.
  - 2. Rental or leasing of a home (sub-leasing the lot), including the transfer to family members is not allowed without written approval from the management.
  - 3. The seller and the purchaser must supply a copy of change of ownership to Dewitt Township and provide a copy to management.
  - 4. If the purchaser of a home occupies the home without first having obtained management approval for residency, the purchaser will be deemed to be a trespasser and may be evicted from the community. In such a case, the residents will remain responsible for all rent and other charges which may accrue, regardless of whether the residents continue to occupy the home.
- D. Any improvement, alterations or additions to the home and/or home site, including garage, patio, and other accessories which are to remain on the home or home site following the sale of the home, apart from concrete sidewalks, driveways, patios, foundations, trees, and shrubs which have automatically become the property of Cadgewith Farms. Must be sold and ownership transferred to the purchaser upon the sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected by a licensed installer to ensure that they have been properly installed, activated and maintained.
- E. The home must fit in aesthetically and be compatible with the surrounding home and the community generally.
- F. All rents, fees and deposits required of the residents or related to the home or home site must be paid current prior to resale or transfer of a home.
- G. Failure of the resident to comply with any of the above requirements or conditions shall require the removal of the home from the home site upon the termination of the resident's tenancy in the community.
- H. New homes brought into Cadgewith Farms will be installed by a HUD licensed installer.

**Acknowledgement of Community Rules and Regulation's:** Each resident must sign and acknowledge that the resident has received and read a copy of these community rules and regulations and any amendments hereto. All terms and conditions of specifically incorporated herein and residents, whether they have accepted or declined to sign the written lease, must comply with such terms and conditions (except the rental rate which shall be separately determined from time to time by management) as well as all other persons residing in their home and their guests, will abide by these community rules and regulations and all federal, state, county, and city/township laws and ordinances. Failure to comply with these rules and regulations or other laws may result in the termination of tenancy as provided by law.

**Right of Entry:** Management shall have the right to enter onto any home site to inspect, repair, or make alterations or additions to the premises or the utilities situated on the leased home site, or for the purpose of protecting the community. Management may enter upon the home site at all reasonable times, but not in such a manner or at such time as to unreasonably interfere with the resident's quiet enjoyment. Management shall have no right to enter a home, except (i) with the resident's prior consent, or (ii) if such consent has not been obtained, to prevent imminent danger to the occupants of the home, to other residents of the community or to the community.

**Cross Connections:** As required by state law we have a cross connection plan on file with the EGLE. To see the entire cross connection control plan for Cadgewith Farms, please contact the office. To see the Cross Connection Rules Manual for EGLE, please contact the office. Both are on hand in the office at any time.

**Introduction:** In accordance with the requirements set forth by the Michigan Department of Environmental Quality (EGLE), the Cadgewith Farms has officially adopted the state of Michigan cross connection rules to protect the public water supply system. A cross connection is defined as a connection or arrangement of piping or appurtenances through which a backflow could occur. Backflow is defined as the undesirable reversal of flow of water of questionable quality, wastes or other contaminants into a public water supply. The purpose of this program is to avoid contamination of the public water supply by preventing and eliminating cross connections. It is the Cadgewith Farm's intent to carry out a comprehensive and effective cross connection control program (CCCP) to ensure public health is protected and the requirements of the Michigan Safe Drinking Water Act are complied with.

**Inspections:** The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established. Inspections shall consist of entering a residence from the point where water service enters the facility (usually the meter) and inspecting the laundry area, water softener (as applicable) and the exterior of the property. In lieu of inspecting individual restrooms and kitchens an educational brochure will be left with the occupant detailing areas that might be of concern. If the inspector is refused proper access to the residence Cadgewith Farms will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

Once initial inspections have been completed, a re-inspection frequency shall be determined for each account based on the degree of hazard and potential for backflow. The EGLE Cross Connection Rules Manual will be a guide in classifying the degree of hazard of each account. In general, private residences will fall into the low hazard category. All residences deemed low hazard shall be re-inspected a minimum of once every ten (10) years. Re-inspections may also be conducted at time of occupancy, prior to providing water service to new homes, in response to a water quality complaint, or after

a backflow event has been reported. Following an inspection, Cadgewith Farms shall inform the customer of their compliance status with the cross-connection rules.

**Testing Backflow Prevention Assemblies:** When inspections have been completed, a comprehensive list of backflow preventers installed on customer plumbing systems will be on record. The backflow preventers that are testable assemblies shall be placed on a routine testing schedule. All testable assemblies will be tested upon installation, upon repair and periodically thereafter in accordance with the EGLE Cross Connection Control Rules Manual. Residential lawn irrigation system backflow preventers shall be tested no less than once every five (5) years. Any irrigation systems found to be chemically treated shall be tested annually. All other assemblies shall be tested a minimum of once every three (3) years.

**Record Keeping:** A system of cross connection record keeping shall be maintained by Cadgewith Farms as required by EGLE law. Tracking changes in water use or tracking new customers is a critical part of the cross-connection program. Cadgewith Farms shall make every attempt to prevent/eliminate cross connections at installation to ensure future compliance. Copies of the written cross connection control program, rules, and EGLE approval letter should be kept on file. Copies of the EGLE annual reports shall be kept for a minimum of 10 years.

**Enforcement:** To protect public health, water customers found to be in violation of the cross-connection rules will be brought into compliance in a timely manner or lose their privilege to be connected to the public water system. Following an inspection, the customer will be sent either a compliance notice or a noncompliance notice. The timeframe to complete the necessary corrective actions is at the discretion of the utility and will be based primarily on the degree of risk posed by the violation but should also consider the complexity/cost of the necessary corrective actions. That the representative of Cadgewith Farms shall have the right to enter at any reasonable time any property served by a connection to the public water supply system for the purpose of inspecting the piping system or systems thereof for cross connections. On request, the owner, lessees, or occupants of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross connection.

- A. Termination of Water Service: That Cadgewith Farms is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of these rules exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of these rules.

**Annual Report:** Part 14 of the Michigan Safe Drinking Water Act requires that each community report the status of their program to the EGLE annually. The report summarizes testing, inspection, and corrective action efforts. Cross connection records shall be on file to document each number on the report. The annual report form shall be filled out completely and submitted by the deadline.

**Amendments:** From time to time, these rules and regulations may be changed, or additional rules may be added. Prior to the implementation of a new or amended rule or regulation, a thirty (30) day written notice of the proposed change will be forwarded to each resident and a copy thereof posted in the office within the community. New or amended rules or regulations will be effective thirty (30) days after delivery and posting. Any new or amended rules or regulations will be considered a part of these rules and regulations and will be enforced accordingly.

**Conduct:** It is required that all residents respect the rights of others to enjoy the quiet and peaceful use of the community. Excessively loud talking, abusive language, shouting, radio, television, stereos, and other disturbing noises are not permitted within the community. Interference with the quiet enjoyment of other residents of the community is cause for termination of tenancy.

**Enforcement of Rules & Regulations:** Every reasonable effort will be made by management to ensure that the rules and regulations are uniformly enforced and that the quiet enjoyment and comfort of all residents is not disturbed. Ignorance of a rule or regulation cannot be accepted as an excuse.

**Notice of Rule Violation:** Residents who violate a rule or regulation will be contacted by management either by email, or the issuance of a written notice of rule violation. If a notice of rule violation is issued, it is expected that the violation will be corrected by the date stated on the notice. Failure to or refusal to correct a violation after notice of receipt of rule violation or chronic or repeated violations of these rules and regulations may lead to eviction proceedings. Please note compliance with these rules and regulations is essential to provide you and your neighbors' pleasant and peaceful surroundings.

**Just Cause for Eviction:**

- A. Use of the manufactured home for unlawful purposes.
- B. Violation of community rules and regulations reasonably related to:
  - 1. The health, safety, and welfare of the community, management, its employees, or residents.
  - 2. The quiet enjoyment of other residents
  - 3. The maintenance of the physical condition or appearance of the manufactured home in the community to protect the value of the community's appearance or aesthetic quality.
- C. Violation of the department of environmental quality rules.

**Effective Date: January 1, 2024**

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- D. Intentional physical injury by a resident (including the resident's guests or other occupants) to other residents, community personnel, or intentional physical damage by a resident (including a resident's guests or other occupants) to community property or the property of other residents.
- E. A resident's violation of local ordinances, state laws, or governmental regulations relating to manufactured homes.
- F. Changes in the use or substantial use of the nature of the community.
- G. Any other reason or cause allowed by law.

**Rent:** The monthly rent includes curbside trash pick-up, street snow removal, tree maintenance, and swimming pool use. With the rent, management also collects a municipal mobile home tax, presently \$3.00 per month.

**Security Deposits:** A security deposit of \$500.00 is to be paid with first months' rent, for all new residents. Deposits will be refunded at time of home sale, provide the lot, utilities, and trees have not been damaged. The new owner must pay their security deposit before the sellers' deposit will be refunded.

**Payment of Rent/Failure to Pay Rent:** Rents are to be paid monthly. Rental payments may be mailed, paid in person, or placed in the locked drop box, which is located at the community office. Rent is due and must be received by the fifth day of each month. A late charge of \$25.00 will be assessed to all residents whose rent is not received by management on or before the fifth day of the month, providing the resident has not been late over once in the prior 12 months. The late fee is assessed at 10am on the 6<sup>th</sup> day of the month.

- A. A monthly lease is available to residents upon request. The rent will be estimated for the months of January and thereafter.
- B. Payment of rent may be made by personal check, money order, cashier's check or certified check. For safety purposes cash will not be accepted. A charge of \$40.00 will be assessed to any resident whose personal check is not honored for any reason.
  - a. Payments may be mailed, dropped in door drop box, paid via tenant web portal, or Authorization form filled out on file through office.
- C. In the event a resident fails to pay rent or other charges on or before the fifth day of the month, management may issue a notice to quit for non-payment of rent. If management thereafter institutes legal action against resident based on the default in the timely payment of rent, the payment of rent then due will only be accepted by money order, cashier's check or certified check. Resident shall also reimburse management for all expenses incurred by management because of such default as provided by law.
- D. Failure of a resident to make timely payment of rent or other charges as provided in the lease agreement or these rules and regulations on three (3) or more

occasions during any twelve-month period is just cause for termination of tenancy as provided by law.

**Termination of Tenancy:** If you received a notice to quit, for just cause termination of tenancy, you are entitled to request a conference to be held at the community office with the community owner or representative of the owner. The conference must be requested by certified mail with ten (10) days of receipt of the notice to quit.

**Payment of Rent During Termination Proceedings:** A resident shall continue to pay all rent and other charges to management, when due, following the issuance of a notice to quit for just cause termination of tenancy. During the tendency of the action, management may accept all payments of rent and other charges without prejudice to the action to evict the resident, if payment of rent and other charges is not made timely. Management may proceed to evict the resident for non-payment of rent without prejudice to the just cause termination proceeding.

**Liquidated Damages:** The prevailing party in a contested action to terminate a tenancy for just cause shall be entitled to liquidated damages of not more than \$150.00 for an action in district court plus \$300.00 for each appellate level. Liquidated damages shall not be considered payment of rent, court cost or legal fees.

**Loss and Liability:** It is recommended that each resident procure a manufactured home comprehensive insurance policy (Homeowners) insuring the home and contents against loss or damage and your liability for bodily injury and property damage to others. It is also recommended that each resident include liability coverage for personal injuries that may occur on the home site or within the home.

A home or building damaged by fire or other casualty must be repaired or removed from the community within 21 days. Failure to do so, you hereby give Cadgewith Farms, Ltd. authorization to remove and charge you all costs involved.

**Personal and Fire Safety:** In compliance with state law, you are hereby notified that your lot shall be kept free of fire hazards and that there is no parking allowed within 10 feet of fire hydrants. Each home must contain at least one fire extinguisher with a minimum 2A-10-B-C rating with a current tag and at least one smoke detector within 10 feet of each room approved by nationally recognized testing laboratories. 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. Placement of number above the garage is ideal.

**Disclaimer:** Management expressly disclaims any responsibility for accident or injuries to residents, their family members, other occupants or guests that may occur within the community. Damage or loss of property resulting from fire, theft, wind, floods, or any

other act of God or of third parties is also disclaimed (such as lawn mowing and snow removal, alterations of home.)

- A. All residents are required to exercise proper care and safety to ensure against accidents occurring in and near the home, the home site and surrounding community. Residents are responsible for the actions of their minor children and their guests. Please take extra caution when near and body of water (pond, creek, reservoir, etc.) within the community. No fishing at the pond until further notice.
- B. All homes must be kept free of fire hazards. For each resident's own safety, and that of other residents, combustible materials, gas-powered lawn mowers, etc., shall not be stored under a home.
- C. Residents are responsible for monitoring radio and/or television broadcasts for severe weather warnings. There are no government-approved shelters within the community. However, the clubhouse basement will be the safest structure to reside in during a local emergency.
- D. "Stop", "15 MPH", and other community safety signs must be obeyed.
- E. Actions of residents, or their guests, which interfere with the health, safety, or welfare of the community, its employees or residents, is cause for termination of a resident's tenancy and that of all persons residing with the resident.
- F. Residents shall furnish management with the name, address, and telephone number of a person to be notified in case of an emergency.

**Roadways:** (R125.1709) The community does NOT have to maintain its internal roads, walkways, driveways, and permanent foundations free of cracks, but community shall maintain its internal roads, walkways, driveways, and permanent foundations in a sound condition reasonable free of all the following: holes, upheavals, buckling, depressions, rutting, shifting. The community shall maintain all its internal road servicing licensed and occupied home sites in a passable condition. Curbs have been provided for internal roadways. Curb repair is included with road repairs. Curb widening for end of driveway may be approved by management but at expense of homeowner. The community management will do its best to repair the worst first and maintain a yearly budget to fix those needed. Community management will repair a driveway and walkway to the side door only. This is the garage side door,. If an enclosed breezeway is present, the door location is the outside breezeway door. Homeowner is responsible for breezeway door and slab repairs if slab is under the door. Management can only go to the slab before a breezeway door. Any upheaving to a sidewalk(going to "front door" is the responsibility of the homeowner. Any upheaving after a door into home(breezeway) is the responsibility of the homeowner.

All home sites shall provide with 2 parking spaces. The parking may be either in tandem or side by side. Widening of driveway to garage width is allowed but at expense of homeowner.

Snow removal: Cadgewith Maintenance will remove snow on internal roads in a timely manner. Removal of snow on homeowner driveway is responsibility of homeowner.

**Pets:** A combination of dogs and cats is allowed for a maximum of two pets per residence. There will be a monthly fee of \$10.00 for each animal per home per month. Fee is waived for emotional support animals, providing approval through the office, see ESA section.

- A. The pet must wear a current rabies tag. Dogs are required to be licensed through Clinton County rules and regulations. Failure to do so may result in a ticket.
- B. Failure to register a pet is a violation of park rules. A residence with an unregistered pet will be charged one years back fee or \$120.00 for each animal upon receiving a violation notice and will either remove the pet or apply for registration of the pet. The charge shall be deemed to be additional rent and collectible as rent.
- C. Residents are directly and totally responsible for the behavior of their pets and any damage caused by their pets. Noisy, unruly, or dangerous pets will not be allowed to remain in the community.
- D. Any feces deposited by a pet in the community must be immediately removed by the person who has custody or control of the pet.
- E. All animals must be kept inside the home except when outside in the presence of the resident and on a hand-held leash. As an alternate to a leash, an invisible fence is permitted with management approval, but resident is to still be present. No animal is allowed to be outside unattended. Fenced in enclosures and dog houses are not allowed. Residents must walk their animal(s) on leashes. No "Beware of Dog" signs are allowed.
- F. The animal control department may pick up animals running at large.
- G. Management reserves the right to reject exotic pets such as snakes or wild animals or other animals that, in management's sole discretion, may be dangerous to others within the community.
- H. Management disclaims any responsibility for any harm, injury or death to a animal caused by management's agents or employees or by other residents or their guests.
- I. Noisy, unruly, exotic, or dangerous animal(s) will not be allowed to remain in the community.
- J. If an animal receives three written complaints in 12 consecutive months, the animal must be removed from the community.

**Emotional support animal (ESA):** ESA animals do not qualify for pet rules, ESA animals' rules are as follows. ESA animals are not charged any fees, if all documentation is provided.

- A. An ESA letter is a document from a licensed healthcare professional recommending an emotional support animal to help with a person's mental or emotional disability. An ESA letter provides proof to the housing provider that an animal is an emotional support animal necessary to alleviate symptoms of

a person's mental health condition. An ESA letter should be on the healthcare professional's letterhead and contain their license and contact information. The letter should also be signed and dated by the healthcare professional.

- B. All animals must be kept inside the home except when outside in the presence of the resident and on a hand-held leash. No animal is allowed to be outside unattended. Fenced in enclosures and dog houses are not allowed. Residents must walk their animal(s) on leashes. No "Beware of..." signs are allowed.
- C. Any feces deposited by an animal in the community must be immediately removed by the person who has custody or control of the animal.

**Home and Home-site Maintenance:** Residents shall, always maintain their homes and home sites in a clean and attractive fashion at their own expense. Failure to maintain the physical condition or appearance of the home or home site including, but not limited to shrubs, flowerbeds, driveways, sidewalks, patios is cause for termination of tenancy.

**Home site "Lot line":** Lot lines between homes are as follows: Straight off the back of your garage to the fence, around side of your home and up to the roadway is all a resident's yard. Each resident is to maintain 6" on their side of their garage. Outside of the 6" is the adjacent neighbor's yard. If a retaining wall exists next to a garage and or driveway, the owner of garage maintains and repairs/replaces the wall.



**Failure to maintain:** In the event a resident fails to maintain the home site as required, a notice of rule violation, requesting the resident to perform the maintenance by a certain date, may be issued. If the violation is not corrected as requested, management shall have the right to enter upon the home site and perform all necessary maintenance. The charges incurred because of such maintenance shall be deemed to be additional rent and collectible as rent. The charges for such work shall be as follows:

- A. Trimming/mowing site (per occasion) .....\$80.00

**Effective Date: January 1, 2024**

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- B. All other repairs and maintenance work resulting from residents failure to maintain premises in good repair and repaired or maintained by Cadgewith Farms (per occasion).....\$75.00
- C. Outside contracted work shall be the price contracted Plus 15%

**Damages:** Residents shall be directly responsible for any damages to Cadgewith Farms Ltd. Property including items furnished for the use of the site or recreational facilities, excluding normal deterioration. Residents shall be directly responsible for damages to other residents resulting from your actions or those of your guests or invitees' action.

**Utility Connections:** Utility connections of electrical, water, sewer and gas in the home are the sole responsibility of the resident. All utility hookups shall be made in compliance with the department of consumer & industry services and manufactured housing commission rules (R 125.1708 Electrical maintenance), the manufacture's written instructions and all applicable codes.

- A. Consumers energy currently serves the park for gas and electric. The homeowner shall ensure and maintain that the electrical and gas supply line from the home to the pedestal is kept in good repair and in serviceable condition. Replacement lines are at the cost of the resident, from pedestal to home. The lines shall be approved from homes use.
- B. Water Meter: Water meter should be installed under each home. Irrigation lines are to be place after the meter. If meters are not working properly Management will replace them, unless it was tampered with by the resident. If tampered replacement costs and fees associated with tampering will be the cost of the resident.
  - a. Water line: Cadgewith Farms is responsible for the first 10' of the water line under the home or to the under home shut off valve whichever comes first. Shut of valves are responsibility of homeowner to make sure in operable condition.
- C. Central air conditioner compressors must be placed on a concrete pad or other approved slab on the main door side or rear of the home site. All air conditioning units must be attractively maintained. No window air conditioners are allowed.
- D. Telephone and TV cable lines must be buried underground during installation by the appropriate company. Residents are responsible for confirming that this is done. AT&T, Dish, and Direct currently provide Cable TV service.
- E. Residents are responsible for water supply protection devises. A water supply protection device, such as heat tape, UL or similarly listed devices shall be installed at the time the home is placed on the home site and shall be replaced when necessary to prevent the freezing of service lines, valves and riser pipes.

**Landscaping:** As the resident adds additional landscaping, we ask only that the following items be placed in the front yard: (the front yard is the area between the curb and the front sidewalk, or the line of the sidewalk extended to the side property line. In case of

corner lots, these restrictions include the side yard from the curb to the line of the side sidewalk)

- A. Natural grass, trees, flowers, plants, and mulch.
- B. Natural (unpainted) rocks and stones.
- C. A flagpole.
- D. One sign with the residents' name and/or address, limited to one square foot (i.e. 6" x 24").
- E. One bird feeder, per yard with no pile of food on ground. If food piles are found a \$50 fee will be assessed per incident.
- F. One birdhouse, or birdbath per yard.
- G. Plastic, wood or concrete mowing edges around trees.
- H. Holiday decorations for a maximum of two months.
- I. Outdoor lighting is limited to a porch light, garage lights and sidewalk lights. Unless ok'd with your neighbors and signed signature held in office. No stringing lights are allowed on the home or trees except for holiday lights, per (h) above. Motion lights are not allowed on the front sides of homes except with a signed slip from your neighbor they don't object. If lights are in rear of home, please be considerate of your neighbors' bedrooms.
- J. In the area between the sidewalk and the house (usually 3 feet), yard decorations such as statues, wood animal and ceramic figures are permitted. Please limit these to 18 inches high with a maximum of 6 items in front and 6 on the side, in the case of corner lots.

**Tree Maintenance/ Removal:** Trees are considered permanently attached to the property and, therefore, become the property of Cadgewith Farms. If a resident has reason to believe that a tree limb presents a dangerous condition within the community, they are to request the tree limb be removed by the community maintenance staff. This request is to be made in the community office, or in writing. Community management will make the decision whether the limb will be removed at its sole discretion.

Trees will not be removed from premises unless they are considered dangerous or diseased beyond saving. This decision will be at the sole discretion of the community management. A resident may request that a tree be removed at the office or in writing. Anyone trimming a tree and changing the shape, etc., will be responsible to replace the tree with one of similar size, and pay a \$200 fine. No trees shall be trimmed or removed except by Cadgewith Farms, or a \$200 fine will be assessed.

**Planting trees:** Cadgewith Farms is not allowing any more trees to be planted at this time. The ONLY exception is if the yard has no trees in it. If that is the case you may contact the office on planting a tree which will be from an approved list, resident will pay for the cost of tree. Placement for the tree will be determined by Cadgewith Staff.

**Lawn Irrigation:** Lawn water or sprinkling must be set for every other day and not to exceed 15 minutes per head. Watering times should be set between 3am-11am. East side of Cadgewith Farms (Cadgewith East, St. Ives North & South) waters Mon, Wed, and Friday. West Side of the community (Cotswold court, Cadgewith West, Banberry North & south, Blenheim, Ashleight court) waters Tues, Thurs, and Saturday. Manual watering should not be left in any one spot for more than 10 minutes and not over 60 minutes per day.

- A. Lawn irrigation lines should be installed after the water meter. If the irrigation is found before the meter immediate water shut off will be notified, until \$100 fine is paid, and resident corrects the error.

**Windows & Doors:** All windows and doors shall be in good condition. Broken windows shall be repaired immediately. No plastic, foil, or similar type inserts are allowed.

**Skirting:** Skirting to conceal the underbody of the home shall be installed around all manufactured homes, prior to issuance of a certain of occupancy, and shall be installed within 60 days of the placements of the home on its sits, unless weather prevents compliance with this schedule. All skirting is to be maintained in good fashion by the resident. Skirting may be wood, block, or poured concrete. Skirting shall be vented as required by Rule R125.1604. Skirting shall be installed in a manner to resist damage under normal weather conditions and shall be properly maintains by the resident. Skirting shall be aesthetically compatible with the appearance of the manufactured home. All skirting shall meet the requirements established in the manufactured housing commission rules.



Wood skirting

Block Skirting

**Newspaper boxes:** Newspaper delivery boxes may be placed on the driveway side of the house, behind the front line of the house. All lawn furniture, grills, other outdoor equipment and decorative items should be kept in the rear yard.

**Eaves Troughs:** Eaves troughs are required on homes and garages. Eaves are not to be placed running down driveways or sidewalks. They should be routed under or past any sidewalks and driveways or routed to back yard.

**Sump pump:** If water is under the home from heavy rains, Cadgewith will place a temporary pump under the home to pump out any water. If a permeant pump is

required from repeated temporary placement, the resident will have one installed by an outside company. If a sump pump is already in place the resident is to maintain the pump and line associated with it.

**Clothesline:** Cloth lines must be removable and in the back of the home.

**Fences or Privacy Walls:** Your lot perimeter may have an invisible fence. A decorative fence must be attached to the back of your home and painted to match or co-ordinate with your home. Length of the fence can come out sixteen (16) feet, two fence sections from back of home or garage. The width of the fence can only be if the home or garage, 28' maximum, and not to enclose the entire yard. The height shall not be more than eight (8) feet. Cadgewith Farms management must approve the fence and placement, if not approved Cadgewith Farms reserves the right to remove the fence and the resident will accrue all costs associated with removal. Residents will maintain fencing and replace any broken areas in a timely manner.



**Patio/Lawn Furniture:** Residents shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture shall be stored when not in use.

**Firewood Storage:** Firewood shall be stored at the rear of the home in a neat and attractive manner. Firewood storage is limited in size to a pile of 2' wide by 8' long by 4' high.

**Outdoor fire pit:** Recreational fires are allowed year-round, and no permit is required. A recreational fire is defined as an outdoor fire which has a total fuel area of 3 feet or less in diameter, and 2 feet or less in height for pleasure, cooking, warmth, or similar purposes. Recreational fires are to be contained to limit the spread of fire by using a fire pit, chimenea, fire ring, stones, etc., and be located at least 25 feet from any structure. Fires must be always attended by an adult and must be completely extinguished when not attended. If the wind velocity rises above 10 miles per hour, all burning is prohibited.

**Garages, Decks, and Additions:** The construction of a garage, porch, or deck requires prior approval from the management and a building permit from the DeWitt Township. Storage sheds are not allowed except in conjunction with existing carports. Permanent additions to the lot such as concrete and trees become the property of Cadgewith Farms and cannot be removed without their permission.

No enclosed additions are allowed on the sides of the home, unless pre-approved by Management. Michigan law permits the township to levy property tax on improvements such as garages, porches, rooms, and decks.

*Set back rules for deck, porch, or enclosure:* 10' from neighbors' garage, or home. 7' from curb of roadway. 7' from a neighbors parking space. 25' from pond. All porch, decks, enclosures need to be premeasured by Cadgewith staff before installation to confirm all set backs are ok.

**Home Site Snow Removal:** Home site snow removal is the responsibility of the resident. Snow and ice shall be removed from all driveways, sidewalks, parking areas, steps and patios on the home site as soon as reasonably practical. All snow should be removed from driveway and placed in the residents' yard not out onto Cadgewith Farms internal roads.

**Winterizing Home:** Any winterizing of homes (such as plastic being used for storm windows, insulating and skirting, etc.) must be on the interior of the home. There shall be no temporary exterior attachments of any nature. A water supply protection device, such as heat tape, UL or similarly listed devices, shall be installed at the time the home is placed on the home site and shall be replaced when necessary to prevent the freezing of service lines, valves and riser pipes.

**Water Shut Off Marker:** Water Sticks, or marker for the curb shutoff, is required to be out during the winter months. If a water leak is found and water is to be shut off in your yard, Cadgewith Farms will not shut off water unless marked. Every home has a shut off in the yard and is required to place a marker of some sort high enough to be seen through the snow, for the duration of the winter months. If this line needs to be shut off and the valve is not marked management reserves the right to charge \$100.00 per hour minimum 1-hour charge to find the unmarked valve.



**Yard Waste:** The curbs and gutters must be kept clear of grass clippings, leaves and debris. If grass clippings are bagged, they must be separated and dumped in the compost area, at the rear of the community behind the RV storage, across from the barn. No pots, trash, or plastic bags are to be left in the compost area. This area is open during normal business hours, during the weekends you are permitted to drop your clipping off using the gate code: 1122. Please be sure to lock the gate behind you. The rubbish removal service requires that grass clippings not be included in regular household trash and a charge will be made if they must separate. Most turf experts agree, however, that the best place for grass clippings is to leave them on your lawn. Grass clippings cannot be left on the road. Clippings must be removed immediately after mowing. If you mow with the right side of your mower facing inward, you should not have many clippings to pick up. Yard waste is not to be put into the storm drains. You will be charged \$250.00 plus cost of cleaning out the drain if you are caught placing anything in these drains. They are for water only. This charge shall be deemed to be additional rent and collectible as rent.

**Trash Removal:** Trash is removed from the community on designated days (currently Monday afternoon). Residents are responsible for placing their trash at the proper pick-up location (end of driveways). Residents are responsible for arranging for removal of large, bulky, heavy items at their own expense. Trash bags shall not be left outside the home. In the event management removes trash of any kind from a resident's home site, management reserves the right to charge the resident additional fees for such removal. Because of wild animals, trash bags must not be placed outside by the curb until the morning of the scheduled trash pick-up. Current trash removal company is Granger located on wood road.

**Trash Bins:** Trash bins are provided by granger. Bins should be stored within the garage or behind the garage out of view from the roadway.

**Vehicles:** Each home has a private drive large enough for two cars; therefore, no resident's car may be parked on the street. If the guest parking at the office and other places in the community are not convenient, guests may park in the street up to 4 hours.

**Speed Limit:** All vehicles operating within the community must abide by the posted (15 MPH) speed limit and all traffic signs. This is the federal law within all mobile home communities.

**Parking:** Parking of vehicles is not allowed on vacant home sites, fire lanes, lawns or patios. Residents shall not use visitor parking spaces for personal use except while construction is going on at their site, visiting the pond or clubhouse or pool. If parking within guest spots a maximum of 4 days is allowed. If more time is needed you need to be parked with the RV storage lot, contact the office for availability. This space is for

guests not resident vehicles. No vehicle requiring a gross vehicle weight sticker is allowed within the community, except while making regular deliveries.

- A. If fire hydrants are located within the community, vehicular parking is prohibited within ten (10) feet of any hydrant.

**Maintenance on Vehicles:** Routine maintenance or minor repairs on vehicles may be carried out at the home site, i.e. change spark plugs, replace fan belts, or repair a flat tire. Other repair or maintenance projects such as repairing or replacing an exhaust system, oil change, or rebuilding an engine are not permitted. Oil changing is NOT allowed in the community and illegal disposal of oil will be prosecuted to the full extent of the law. Any vehicle dripping oil or gasoline shall be repaired immediately. The resident must clean up gas & oil spills, or management will do so and charge the resident for this service. All vehicles must be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within the community is not allowed.

**Recreational Vehicles:** The operation of trail bikes, mini-bikes, snowmobiles, off road vehicles, all-terrain vehicles, and other similar vehicles is strictly prohibited within the community. Such vehicles may only be stored within a garage. Transportation to and from the home site shall be by trailer only. The storage of boats, campers, motor homes, and other forms of recreational vehicles upon the home site or in the street is also strictly prohibited.

- A. Recreational vehicles, utility trailers, boats, canoes, campers and trailers may be parked at the residents' home for 2 or 3 days' maximum, otherwise they must be parked in the RV storage area. On street parking is allowed with prior management approval for 2/3-day maximum.
- B. Golf carts and similar types of vehicles are allowed to operate in the community with the same rules applying to vehicles.
- C. Recreational vehicle storage is provided on the community grounds and its use is available to residents as space allows. To store a recreational vehicle in the RV storage area.
- D. If the recreational vehicle storage area is used by a resident, such resident agrees to:
  - 1. Accept all liability.
  - 2. Park the recreational vehicle in an orderly manner
  - 3. Keep the storage area free from litter.

**Motorcycles:** Motorcycles are permitted to operate only for transportation into and out of the community. Joy riding within the community is not allowed. Motorcycles shall be parked in a resident's drive or garage.

**Golf Carts:** Golf carts and similar vehicles are allowed to operate in the community with the same rules applying to motor vehicles. Drivers should be 16+ with valid driver license. Owner of vehicle is responsible for all guests and liability.

**Right to Remove:** Management reserves the right to remove vehicles and trailers parked in violation of these rules and regulations, and further reserves the right to remove inoperable vehicles or vehicles without current license plates. Resident shall pay all costs incident to such removal.

**Garage, Rummage, Yard, Estate, Moving and Auction Sales or similar type if sale:**

Residents moving out of the community are allowed ONE (1) garage, rummage, or estate sale prior to moving. All other sales must be held during the annual community wide sale sponsored by the Cadgewith Farms Association.

**Signage:**

**Advertising, Soliciting, and Commercial Business:** Advertising, soliciting, or delivering handbills within the community is not permitted or the township. Management reserves the right to communicate with residents through distribution of written materials from time to time. No other commercial enterprise of business shall be conducted or operated in the community. If persons, you do not know knocks on your door please call 911 then management.

**Yard Signs:** No hand-made signs may be placed in a yard at any time. The following are exceptions: Moving sale/ estate sale sign, home for sale per follows the rules, contractor doing work only while they are there doing the work. Cadgewith Farms reserves the right to remove these signs at any time.

**Clubhouse and Recreational Facilities:** The clubhouse is available to residents and their guests, providing the resident is present during the event. The current usage charge is \$100 full day. Payable upon reserving and is not refundable. A security deposit of \$100.00 is required and payable prior to use and it will be returned once management has determined that the facilities were left in an orderly, clean and undamaged condition. Failure to do so may lead to the forfeiture of all or partial deposit. **Rates are subject to change yearly, please contact the office for current rates and availability.**

The clubhouse is for personal and family type use. Reservations for private parties and gatherings must be made in advance, by the community resident and will generally be approved providing there are no other reservations or activities scheduled. Reservations will be accepted no more 12 months in advance. A written agreement for use of the clubhouse and its facilities is required as condition of use by any resident. The resident is financially, legally and otherwise responsible for all other expenses related to repair of any damage. Use of the facility must not disturb the peace and quiet of the community. **Alcoholic beverages are not permitted within or outside of the clubhouse or on any common area.** The use of any recreational facilities

**Effective Date: January 1, 2024**

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within the community is for residents only. A resident when using recreational facilities must accompany all guests. It is the responsibility of the resident to ensure that their guest(s) observe all applicable rules and regulations.

There is no charge for funeral luncheons or memorial service luncheons, if a person was a resident of the community.

## CADGEWITH FARMS CLUBHOUSE RULES

(These rules are to be signed and held at the office during time of event)

I, \_\_\_\_\_, hereby agree to hold harmless Cadgewith Farms, it's stockholders, officers, and employees for any liabilities arising out of my or any member of my household use of the club house and liability arising out of any guests I bring on the premises.

I further agree to abide by all the rules of use of the clubhouse and will accept all responsibility for any damages by myself or guests. All lot rent payments must be paid in full prior to reserving the clubhouse. **I understand I will be charged accordingly for any damages that occur during my use.**

The reason we ask that all these things are done before you leave, is due to the likelihood that the clubhouse may be rented after your event, or the following day. Therefore, we will not be available to clean up after you, if you fail to do so, we will charge accordingly for things not properly put back. **Please be respectful of the next person to come.**

1. Any Furniture\* is to be put back as originally found, any decorations brought please take with you. (picture next to refrigerator)
2. Carpet is to be vacuumed, clubhouse, lobby, and bathroom hallway. (Located in coat closet)
3. Kitchen is to be cleaned and left in the condition you found it; we do not supply paper products.
4. Bathrooms should be cleaned.
5. **ALL** waste baskets in clubhouse, kitchen, and bathrooms are to be emptied and **taken home with you**. We do not supply trash bags.
6. Return both (2) thermostats to 60 degrees (located behind kitchen door & behind piano)
7. Ensure all windows and doors are locked and blinds shut.
8. **Do not use tape** on ANY surfaces.
9. Any entertainment equipment is to be kept at a sound level not to exceed the confines of the building.
10. The swimming pool is off limits to all parties held in the club house as is the basement.
11. No pets allowed, except **medical service pets**.
12. No driving vehicles on sidewalks or lawn
13. **ABSOLUTELY NO ALCOHOLIC BEVERAGES**, allowed in clubhouse or parking area. (YOU are responsible to enforce this and responsible for any injury and/or property damage which may result.)

**CLEANING CHECKLIST FOR CLUBHOUSE RENTALS:** Please pick up a copy of the current cleaning checklist before your rental.

**Swimming Pool:** The swimming pool is for exclusive use of Residents and accompanied guests. Resident of the community MUST accompany all guests to the pool any be present the entire visit. The swimming pool Rule and Regulations are posted at the pool. For the personal safety of all Residents, it is required that each Resident and their guests obey these rules. Failure to do so may result in suspension of pool privileges and/or termination of tenancy.

### SWIMMING POOL RULES

1. Use pool at your own risk. Cadgewith Farms is not responsible for any accidents or injuries.
2. Pool is NOT rentable for parties.
3. Pool is for residents only; all guests must be always accompanied by a resident.
  - a. Pool is restricted after 7:00 pm to residents only.
  - b. No more than six (6) guests are allowed, unless prior management approval. More than 2 children 18 and under will require more than one adult 18+ present, due to safety risks.
  - c. Pool bathing limit is 50 persons, if the 50 persons maximum is met, guests will be asked to leave.
  - d. Children three (3) years of age or younger must wear swim diapers.
4. Everyone must sign in every time.
5. No animals allowed.
6. Proper swim attire is mandatory, cut off pants or street clothing will not be allowed in the swimming pool.
7. Actions that result in the disturbance of others (i.e., loud music, running, throwing objects, rough play) will not be permitted.
  - a. Excessive size or numbers of flotation and inflatable devices may not be taken into the pool (children are allowed floatation devices).
8. Showers must be used before entering the water.
  - a. Swimmers must be free of contagious skin conditions.
  - b. Please do not wear band aids or bandages.
9. Food and glass containers are prohibited inside fenced pool area.
10. Emergency phone on wall is for 911 calls only.
11. Emergency backboard is in women's pool restroom.

It is our hope that everyone will be able to enjoy the swimming season and we are pleased to see the pool being used. We will do our best to make swimming an enjoyable occasion. If you should experience any problems using the pool, please call the Cadgewith Farms Office 371-1101.

**Buyer's and Residents Handbook:** A handbook for manufactured home buyers and residents is available through the Michigan Manufactured Housing and Land Resources Division of the Corporation. Securities and Land Resource Bureau, Michigan Department of Consumer & Industry Services at P.O. Box 30222, Lansing, MI 48909 or through the Community office.

**Cadgewith Farms, Inc  
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