

## **COMMUNITY RULES and REGULATIONS**

For the general welfare, safety, and enjoyment of our residents, these Rules have been adopted by the Owner/Operator. Residents agree they will abide and comply with the Community Rules and Regulations herein and that these Community Rules and Regulations are, and will be, incorporated by reference, in any rental agreement, written or oral, for a fixed term or on a month-to-month basis.

**These rules are dated May 1, 2018**

### ***1. Community Owner/Operator's Name, Address and Phone Number:***

Marybelle Homes, LLC  
*Operated by: Blue Top Management, LLC*  
15549 E. Lee Road  
Holley, NY 14470  
Main Office: 585-331-8261  
Park Maintenance Manager: 315-461-7585

These rules use the term "Community Owner/Operator" to refer to either the owner(s), the operator(s), and/or the manager of the community.

### ***2. Application for Tenancy***

Any person intending to establish residence in this community (the "applicant") must first fill out an application in its entirety and submit to the Community Owner/Operator, with a \$30.00 non-refundable fee. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, lease or sublease of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question. The Community Owner/Operator shall have ten calendar days to consider each application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules and Regulations will be provided to each prospective applicant.

By signing a completed tenancy application and submitting such form to the Community Owner/Operator, the applicant has signed receipt, acknowledgement, acceptance and understanding of the Community Rules and Regulations, and has agreed to abide by the current Rules and Regulations and future reasonable and legal amendments to them. These Rules and

Regulations become legally binding contract upon all parties.

For all incoming manufactured homes, the Community Owner/Operator reserves the right to approve or refuse admittance to any manufactured home should the size and/or appearance not meet the community standards.

### **3. Delivery of Possession**

Residents may take possession of the Home Site once the lease has been fully executed by both parties and after the Resident has submitted a Certificate of Occupancy, issued from the appropriate code enforcement officer, to the Community Owner/Operator.

### **4. Deposit**

- a) Tenant has deposited with Community Owner/Operator 2 months rent (first and last month's rent). All tenants that have resided in the park prior to May 1, 2014 are exempt from deposit. However, if an existing tenant has paid a deposit to previous owner please provide proof in order to receive proper credit.
- b) If Resident does not fully comply with terms of this lease, Community Owner/Operator may use the deposit to pay any amounts owed by the Resident, including but not limited to, damages, sublet fees, attorneys' fees, and rent or any additional rent.
- c) Community Owner/Operator will mail any balance of the deposit owing to Resident at his/her last known mailing address within thirty (30) days of the Lease expiration date. However in the event that, for reasons beyond Community Owner/Operator's control, the deposit cannot be returned within said time period, Community Owner/Operator will endeavor to return said deposit as soon as possible and Resident agrees that in no event shall Community Owner/Operator be liable for any damages to Resident of any nature as the result of said delay.

### **5. Occupancy**

Upon approval of the application for tenancy in the community, all occupants of the home must register with the Community Owner/Operator. This registration requirement applies to all persons who intend to reside in the home with the exception of guests who remain less than thirty days any calendar year.

- a) A "Temporary" Resident is an individual residing with an approved resident for more than (30) days but less than six (6) months. A Temporary Residency cannot take place until the Application for Tenancy is reviewed

- and approved by Community Owner/Operator.
- b) Periodically it is necessary for the Community Owner/Operator to request updated residency information from current Resident(s)/Homeowner(s). This information includes, but is not limited to the following: Names, dates of birth, and place of employment, or school attending for each residing in the household; descriptions, including license numbers, of all vehicles at the residence; phone numbers of occupants (unlisted included) these numbers are never given out to anyone, whether unlisted or not, but are for our use in the event of emergency or utility shut-down. It is Residents' responsibility to comply within thirty (30) days of such written request.
  - c) **Residents shall provide the name, address and telephone number of a person to be notified in case of an emergency.**

Residents must provide a copy of proof of ownership for the home located in the community verifying the current owner of the home. This includes (but is not limited to) a Bill of Sale and or the New York State Title (for homes built after 1994).

If a currently approved resident of the community relocates to another home within the community, the Resident will need to complete a new Application for Tenancy, however no fee will be due.

#### ***6. Residents/Homeowners' Rights and Responsibilities unders New York State Real Property Law Section 233***

- a) The right to be free from retaliation if you make a complaint or join a resident/homeowner association
- b) The right to rent discount if you participate in the STAR (or any other) real property tax exemption program.
- c) The right not to be evicted except upon court proceedings.
- d) The right to a copy of park rules and regulations and a written statement of all fees at the commencement of occupancy.
- e) The right to have rules and regulations applied uniformly to all homeowner/residents.
- f) The right to be free from unreasonable, arbitrary, or capricious rules or regulations.
- g) The right to a thirty-day written notice prior to any change of rules or regulations.
- h) The right to a ten-day period in order to correct a violation of park rules or regulations.
- i) The right to a ninety-day written notice prior to increases of fees, charges or assessments.
- j) The right to have your security deposit held in trust in an interest bearing account and to know the name and address of the bank.

- k) The right prior to occupancy to sign a lease for at least a one year term.
- l) The right to annual lease renewal(s) to all homeowners/residents in good standing.
- m) The right to post a For Sale sign on any manufactured home.
- n) The right to reasonable notice of any planned disruption of services.
- o) The right to purchase a manufactured home from whomever you wish, as either a current or prospective homeowner/resident.
- p) The right to have essential services furnished at all times.
- q) The right to choose whomever you want as a service-person.
- r) The right to refuse to purchase equipment from park owner
- s) The right to be free from occupancy restrictions in park rules or leases
- t) The right to sell your manufactured home without the requirement that it be moved from the park.
- u) The right not to pay a sales commission or fee to the park owner unless the park owner acted pursuant to a written agreement.
- v) The right to a livable, sanitary and safe under Warranty of Habitability.

#### **7. Rent, Additional Rent and Miscellaneous Fees**

- a) The rent is due on the 1st day of each month. Any funds received after the tenth of the month are considered late and subject to a late charge of 5% of the current rent. All rent payments will be applied to the oldest rent and late charges first, before current rent is considered paid.
- c) All rents, fees, and deposit payments shall be made payable to: Marybelle Homes, 15549 East Lee Rd, Holley, NY 14470. Payments are accepted via the US Postal Service (check or money order), or funds may be deposited into account #7008665758 at the NBT Bank Branch in Tully, NY. No rent payments will be accepted at the Manufactured Home Community.
- e) A \$37.00 fee will be charged for any checks returned for insufficient funds. Community Owner/Operator will not redeposit checks and Resident must therefore submit a replacement payment within 5 days from the date of notice of the returned check from the Community Owner/Operator, no personal checks will be allowed as a replacement payment. In the event two (2) "returned check" service fees are assessed to your account, Community/Operator will no longer accept future payments in the form of a personal check.
- f) Failure to pay rent as provided by law may provide grounds for evicting you from the community. **All Warrants for Eviction will commence within 72 hours.**
- g) Resident agrees to pay Community Owner/Operator all attorney fees, court fees, and collection costs including but not limited to, costs incurred for removal of the mobile home, in connection with any action or proceeding undertaken by Community Owner/Operator to recover a delinquency in payment and/or recover possession of the LOT. Resident agrees that the attorney fees, court costs,

collection costs and removal costs become ADDITIONAL RENT pursuant to the terms of the LEASE. If the Resident is successful in defending themselves in any legal action brought by the Community Owner/Operator, the Community Owner/Operator shall reimburse the Resident their legal fees associated with defending themselves in the legal action brought by the Community Owner/Operator.

- h) All other charges to be collected by Owner pursuant to the Lease and these Rules and Regulations shall be deemed “additional Rent” and may include:
- i) Application Fee: There is a non-refundable \$30.00 processing fee for each Application of Tenancy.
  - ii) Annual Pet Registration Fee: An annual registration fee is waived. This fee will be used to cover the administrative costs in tracking pet ownership in the Community and monitoring pet complaints in the Community. The annual fee will be assessed each year in the month of May or during the pet’s first month of residency in the Community.
  - iii) Pet Fine: There shall be a \$30.00 per month/per pet fine for any unregistered pet in the Resident’s homes as long as the pet in violation continues to reside in the home.
  - iv) In-House Service Charge: If the Community Owner/Operator performs any services or work, as allowed under these rules and regulations, there will be a Service Charge of \$80.00 per hour with a one hour minimum charge.
  - v) Contracted Service Charge: If the Community Owner/Operator hires a sub-contractor to perform work, as allowed under these rules and regulations, the cost of such services will be determined by the hired subcontractor.
  - vi) Rubbish Removal Service Fee: If the Community Owner/Operator removes any large items, as allowed under these rules and regulations, there will be a Service Charge of \$50.00 per item removed.
  - vii) Utilities: If Homeowner/Resident fails to pay their gas, oil, electricity, water/sewer bill on time to the proper agency the unpaid gas, oil, electricity, water/sewer amount (including any penalties assessed to the Landlord) will be charged as ADDITIONAL RENT.
- i) Any expense incurred by the Community Owner/Operator because of negligence or non-compliance of the Rule and Regulations by the Resident, their family, pets, guests or agents will be the responsibility of the Resident.
  - j) Residents who remain in the community for any part of a month will be charged a full month’s rent.
  - k) No offsets against lot site rental/payments are allowed. In the event of a

dispute arising between Community Owner/Operator and Resident, or between Residents and any other mobile home Resident or Homeowner/Resident organization of which Resident is a member, Resident shall continue to pay rent according to the rental agreement, and shall not place any rental monies nor cause nor permit same to be placed, in any escrow account, and shall not withhold said monies, nor cause or permit same to be withheld, in any manner whatsoever, unless otherwise provided for by law.

### **8. The Home Site**

A rented site shall be used as the site for only the following: the manufactured home, which is to be used as a primary residence; two personal motor vehicles; and ancillary structures or areas, such as patio area, deck, porch, shed, carport, or garage. The lot sizes are *approximately* 40' x 80'. In the event of any questions regarding property lines, we reserve the right to make final determination of lot boundaries. Any area outside of 40' x 80' is considered common area. See 17: "Aesthetic Standards for Exterior of the Home and Site" for standards.

### **9. Occupancy**

In every home, there shall be no more than two occupants per bedroom, unless a higher number is permissible according to the standards of the United States Department of Housing and Urban Development (HUD) or other applicable local, state, or federal law.

### **10. Common Areas**

The common areas of the community include the roadways and every area in the community except the homes sites and those areas restricted from residents' use. All plantings, lighting, lamp posts, structures, amenities, signage, flagpoles and similar items in the common areas will be maintained in a manner determined by the Community Owner/Operator. The Community Owner/Operator will determine whether to replace or rebuild any portion of the Common Areas in its sole discretion.

Recreation and play shall be allowed only on Resident's own lot site and those areas designated by the Community Owner/Operator.

Construction equipment and areas under construction are strictly off limits to Residents, their family members and guests.

Vacant lots ARE NOT common areas and are restricted from use by Residents and their families, guests and agents without written permission of the Community Owner/Operator.

Residents are strictly prohibited from using boats, canoes and other watercraft on any

community owned lakes, ponds, streams and other water sources, Ice-skating is strictly prohibited.

## **11. Utilities**

- a) **Community Owner/ Operator's responsibility:** The Community Owner/Operator shall provide, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home, in accordance with applicable laws:

Community Owner/Operator reserves the right to place utilities and distribution systems, including water, sewer, cable, telephone and electricity lines, to and across any lot and to have access thereto for the installation, maintenance and repair thereof.

- b) **Homeowner/Residents' responsibility:** Residents are responsible for paying for the maintenance and repair of the following:
- i) Water and sewer utilities from the ground level point of connection to the above ground utility connection of the manufactured home. This includes maintaining and operating a heat tape on the primary service line during freezing temperatures.
  - ii) Electrical utilities from the point of connection at the electrical pedestal to the manufactured home fuse panel.
  - iii) **Fuel oil or propane:** The whole of all fuel oil or propane system associated with the Resident's home. This includes from the manufactured home to the fuel oil or propane tank. Fuel Tanks are not allowed if natural gas is available at the community. The Community Owner/Operator assumes no responsibility for any of the connection between the Resident's manufactured home and the fuel oil or propane.
  - iv) **Natural Gas:** The whole of all natural gas system associated with the Resident's home. This includes from the manufactured home to the utility meter. The Community Owner/Operator assumes no responsibility for any of the connection between the Resident's manufactured home and the natural gas meter.

The Residents shall have all utility connections to the home performed or installed by a licensed contractor at the Resident's expense including materials. The Resident is responsible to maintain tight, leak free drain connections to the sewage outlet.

The Resident shall contact the Community Owner/Operator in the event of any disruption of utility service to insure proper repair and expense responsibility.

The Resident shall be responsible for the installation of a backflow prevention device on the home, with minimum of one check valve to be located at the point where the water line enters the home.

The Resident shall not plant, construct or place any item that interferes with the service and repair of utilities.

- c) **Cable TV and Telephone Service:** Each Resident shall pay for all cable TV, telephone, and Internet service actually provided to the manufactured home.
- d) **Metered Utilities:** Each Resident is required to pay for his or her own use of utilities such as: gas, oil, electricity, water/sewer etc., as long as (1) there is individual metering, and (2) the meter serves only the individual home.

Any Resident fails to pay their gas, oil, electricity, water/sewer bill on time to the proper agency agrees that the unpaid gas, oil, electricity, water/sewer amount (including any penalties assessed to the Landlord) become ADDITIONAL RENT pursuant to the terms of this lease.

At any time, without further notice, we may install sub-meters on individual water services. At such time, without further notice, we will begin billing each unit for water consumption based on usage for that particular unit at a rate determined by actual cost to operate divided by gallons produced. Water billing will be considered additional rent and will be do and payable under the same terms and conditions as rent.

- e) **Changes in Gas and Electrical Service:** Any Resident wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the Community Owner/Operator that he or she has obtained proper permits and complied with all applicable electrical or other safety codes.
- f) **Tampering with Utilities:** Tampering with meter boxes and utility services is not permitted. Residents will be responsible for all costs incurred to correct any utility service tampering. (See Section 7(h)(v)).
- g) **Disposal of Wastes:** The community's utilities and septic systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes of substances into the disposal systems or drains - such as toilets, showers, bathtubs, and sinks - which serve the home, clubhouse, or other common area in the community. Examples of substance and wastes covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law. Any homeowner, or their guest,



violating this rule shall be subject to the fees disclosed in Section 7: "Rents, Additional Rents and Miscellaneous Fees".

- h) **Plugged Sewer Lines:** Any plugged sewer line attributable to Resident's misuse or negligence, will be repaired at the responsible Resident's expense.
- i) **Frozen Water and Sewer Lines:** Residents are responsible for frozen water and sewer lines and repairs must be made at resident's expense. Residents are required to use a heat tape on all exposed water lines, including pipes, hoses and supply valves, between November 1st and March 31st to insure against freeze ups. Residents should insure that sewer lines are properly insulated and that heat tapes and thermal lines are plugged in and operational.
- j) The Community Owner/Operator is not responsible for any damages to the Resident's home caused by any type of breakage, interruption of service, or malfunctioning of main utility services such as gas, water, sewer, electric, etc.
- k) The Community Owner/Operator shall not be responsible for interruption of any utility service. Utilities may be disconnected temporarily from time to time for repair, alteration or additions to any utility system.

## ***12. Satellite Dishes and Video Antennas***

Residents may install satellite dishes and video antennas no larger than that allowed by current F.C.C. regulations (up to 39.37 inches in diameter for satellite dishes and up to 12 feet in height for antennas with masts, as of May 25, 2001), as long as they obtain prior written approval of the Community Owner/Operator, which approval shall not be unreasonably withheld or delayed. All satellite dishes and antennas, regardless of size, shall be installed **only on the home or shed** and at the approval of the Community Owner/Operator.

Antennas used for AM/FM radio, amateur (HAM) radio, Citizen's Band (CB) radio and Digital Audio Services (DARS) signals are not covered by the F.C.C. ruling on landlord restrictions and are therefore not allowed in the community.

## ***13. Maintenance of Community Roadways, and Other Common Areas***

The Town of Preble is responsible for the maintenance of the community roadways. The Community Owner/Operator is responsible for the common areas within the community.

## ***14. Snow Removal***

The Community Owner/Operator will not be held responsible for the inconvenience caused when snow is plowed across the end of Residents' driveways, nor the inconvenience or damage caused by "plowing in" a vehicle if it is not removed from the community streets.

Residents are responsible for clearing snow and removing ice on their home sites. When

removing snow from driveways, Residents must put the snow in their own yards and not in community roadways and other lots .

### **15. Water Use**

- a) Residents are encouraged to be aware of water conservation at all times. Residents shall make every effort NOT to leave any faucets or toilets running, leaking, or dripping, and water shall not be left running to protect against Freezing pipes (See Section 11).
- b) Residents shall use water only for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be enforced in a reasonable and Nondiscriminatory manner.
- c) Watering of lawns is prohibited.
- d) Community Owner/Operator may, at its own expense and without further notice, furnish and install water meters at each individual home site to measure consumption. If water is metered at each lot, the tenant/occupant is responsible for payment of water fees charged to that lot. No further notice of the intent to meter water will be given and installation of meters and commencement of billing is at the sole discretion of the Community Owner/Operator.

### **16. Garbage and Rubbish Collection and Disposal**

- a) All Residents shall store garbage, trash and recyclables inside the home or shed or toward the rear of the home so as not to be seen from roadway. Garbage and Recyclables shall be placed in containers designated by the trash collection company. All residents are issued one set of trash/recycle containers, any replacement costs for these containers will be at the Resident's expense.
- b) Residents shall bring emptied containers back to their storage by the end of trash day.
- c) Residents shall properly dispose of toxic wastes, medical waste, paints, oils, poisons or other potentially harmful items in an appropriate manner. Such items shall not be disposed of through the community trash collection.
- d) It is the Resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, hot water heaters or any other large item not removed by the trash collection company. The Community Owner/Operator reserves the right to remove any large item left at curbside longer than 48 hours without notice at a Service Charge of \$50.00 per large item. The Homeowner remains responsible and liable for injury or damage to any person caused by discarded items on their lot.
- e) Residents may not dump trash or grass clippings on common areas, across property lines or onto adjacent home sites.
- f) Dumpsters are allowed only with prior approval by the Community Owner/Operator. Dumpsters must be placed on a non-yard surface of the

Resident's lot for a period not to exceed seven (7) days.

### **17. Aesthetic Standards for the Exterior of the Home and Site**

- a) **Maintenance of Structures:** All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, shed, fences, and/or other outside structures shall be maintained by the Resident in good repair and structurally sound conditions; free of rust spots or unsightly chipped, peeling, fading or flaking paint or stain; free of mold, mildew and stains; free of broken windows, and in compliance with all applicable governmental requirements.

**Painting: Spray painting of homes or appurtenances with professional airless sprayers is permitted, so long as prevailing winds do not permit any paint to travel to or cause damage to adjacent lots, common areas, or other personal property. Any damages resulting from failure to comply will be the responsibility of the Resident and shall be cured immediately at the Resident's expense.**

- b) **Maintenance of Site:** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawns shall be well kept, cut, trimmed and free of yard debris. Lawns exceeding five (5) inches in height; shrubs with new growth exceeding four (4) inches and un-trimmed or unkempt yards will be remedied by the Community Owner/Operator after 48-hour notification to the Resident. Service Charges will be determined based on condition of the work needed and in accordance with Service Charges Indicated in Section 7(h)(iv). No shrub or planting shall be allowed to touch the Home, skirting, or accessory structure.
- c) **Repairs to the Home or Site by Community Owner/Operator:** If the home's exterior does not comply with the community rules and regulations, the Community Owner/Operator may notify the Resident in writing that specific work is required to bring the home or site into compliance with such rule, and the Community Owner/Operator will perform the work at the resident's expense if the resident does not do the work within 10 days of receiving such notice. The notice shall specify the amount that will be charged to the Resident.
- d) **Structural Modifications to the Home or Site:** With the exceptions noted below, any external structural modifications to the home or site must conform to the Exterior Aesthetic Standards for the Community, for materials, design and siting, of the majority of homes in the community. For purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself or patio areas, or the erection or alteration of any additions, decks, porches,

skirtings, awnings, sheds, fences, enclosure, or other outside structures. Such external structural modifications may be made only with the written approval of the Community Owner/Operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonable withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the Community Owner/Operator reasonable proof of such approval by the local building inspector. The Community Owner/Operator shall not enforce any otherwise enforceable rule governing the exterior of home against homes built before June 15, 1976. If it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

All existing additions, improvements, alterations or accessory structure existing as of the date of implementation of these rules that is found to not be in compliance with any governing municipal rule shall be removed immediately at the expense of the Resident.

All home improvements, structures, and appurtenances must adhere to the local building ordinances and codes, fire codes and to these Rules and Regulations.

All wood/pellet stoves must be vented through the roof of the home, not the side

Any work on the home or lot site must be completed within three (3) weeks of commencement of work, or as approved by the Community Owner/Operator.

**Any home damaged beyond repair (ie. fire, tornado, hurricane, etc.) must be removed within thirty (30) days based on a complete investigation and weather permitting. The Resident or their agent at the expense of the Resident shall remove all debris.**

e) **Exterior Aesthetic Standards for the Community:** A list of exterior aesthetic standards for our community includes:

- i. Skirting: All homes must be skirted in vinyl, or other commercially manufactured product intended to be used as manufactured home skirting. Material and color used is to color coordinate and compliment the home and to be approved by the Community Owner/Operator. Skirting must extend all the way around the home including porches and

decks, be installed straight and even with the home, have no gaps more than  $\frac{3}{8}$  inch and include a frost expansion joint. Hay bales are not allowed around the home. Plywood, OSB or other similar material is not allowed.

- ii. Hitches: Hitches must be properly removed from homes. Existing hitches must be properly covered in an aesthetically pleasing manner to match the home and the aesthetic standards of the community.
- iii. Structures and Appurtenances: All structures and appurtenances must be approved by the Community Owner/Operator **PRIOR** to construction to insure compliance with the local code, exterior aesthetics standards of the community and conformance with the rules and regulations.
- iv. Steps and Decks: Steps and/or decks must be placed at all entries and exits of the home and must be well maintained, neat, level and stable. Steps and Decks must comply with local building codes.
- v. Sheds: Metal sheds are not allowed. All new sheds must be wood or vinyl and of color complementary to the home.

All light duty storage sheds must be properly anchored.

There shall be only one storage shed per site.

The Community Owner/Operator reserves the right to determine the size of the shed, placement of the shed and/or any other structure on the Resident's lot. A written site plan must be submitted to the Community Owner/Operator. The Community Owner/Operator and the Town of Preble will review the plan for approval and will issue a building permit when approved..

One small Rubbermaid-type horizontal storage shed, or patio storage box may be placed against the home on a patio area.

Existing metal sheds will be allowed provided that the Resident receives a written rule variance approval from the Community Owner/Operator and meets all applicable zoning and code requirements. Existing metal sheds must be in good

condition and well maintained. A rule variance will only be allowed for an existing metal shed, and does not allow the Resident the right to repair, replace or rebuild the original metal sheds. Rule variances are for a period of one year, must be annually renewed and are non-transferable.

- vi. Carports and garages: are permitted only with the Community Owner/Operators written approval for location, construction and aesthetic quality. Existing carports and garages will be allowed provided that the Resident receives a written rule variance approval from the Community Owner/Operator and meets all applicable zoning and code requirements. Existing carports and garages must be in good condition and well maintained. Rule variances are for a period of one year, must be annually renewed and are non-transferable.
- vii. Gutters installed on the home must be maintained, free of debris and plant growth and properly attached to the home. Gutters shall not drain to cause water drainage problems for any lot sites.
- viii. House Numbers are required on every home. Per New York State code, numbers (not letters spelling the numbers) are to be four (4) inches in heights and visible from the roadside of the home so as to be easily identifiable by emergency services.
- ix. Clotheslines are not allowed in the community. Umbrella type, removable clotheslines will be permitted.
- x. Yard light posts (if applicable) are to be lit each night from dusk to dawn as regulated by automatic light sensors installed on each pole. Residents are responsible for the maintenance of the light pole, the electric source, it's wiring, the electric sensor and to promptly change the light bulb with 60 Watt or 75 Watt white light bulbs when necessary.
- xi. Driveways, Parking Spots, Walkways and Patios on each lot site are the responsibility of the Resident and shall be kept well maintained and repaired.
- xii. Wind Barriers: No plastic, canvas, tarp, fabric or similar material will be allowed to be used as a wind barrier on the

home or other structure. Corrugated plastic panels or vinyl lattice may be used to enclose carports, patios or porches and must be installed in a manner that is meeting the Exterior Aesthetics Standards for the Community.

- xiii. Swimming Pools: Only children's wading pools will be allowed. An adult must supervise pools when in use or when holding any amount of water. Pools must be emptied and placed in storage when not in use. As a safety and health measure, the Community Owner/Operator reserves the right to empty and remove any improperly supervised wading pool.
- xiv. Hot Tubs and Whirlpools: Hot tubs and whirlpools are not allowed.
- xv. Swing Sets: Small children's swing sets are allowed with written approval from the Community Owner/Operator. Swing sets must be kept a minimum of ten (10) feet away from the neighboring homes and placed in back of the home. Swing sets must be properly maintained.
- xvi. Trampolines: are prohibited and may not be placed anywhere in the community.
- xvii. Skateboard/Bicycle Ramps are prohibited and may not be placed anywhere in the community.
- xviii. Toys, Bicycles and other Playthings shall be properly stored away when not in use.
- xix. Large yard items such as children's playhouses, slides, sandboxes, hammocks, lounge swings and similar items must be placed toward the back of the home in a neat and orderly manner.
- xx. Fuel Oil and Propane Tanks: No homes using oil as fuel source will be permitted to enter the Community. If natural gas is available, homes entering the Community must use natural gas as the fuel source to heat the home. If natural gas is not available, all homes entering the Community shall use propane fuel as the fuel source to heat the home.
- xxi. Residents shall be permitted to maintain fuel tanks to service

their manufactured homes. These tanks may include oil tanks (not to exceed 275 gallons capacity) or propane tanks. Tanks must be properly connected by continuous (non-sectional) copper or other suitable metallic tubing and placed in the back of the home.

All fuel tanks shall be maintained in good condition, properly supported, painted completely with white or silver, and maintained and installed in accordance with any applicable federal, state, or local regulations governing these items. Residents shall keep and maintain all fuel source tanks in good condition and repair, such that they do not leak or present any harm or threat of harm whatsoever to the premises, the public safety and welfare, and/or the environment.

The Community Owner/Operator must approve the placement of the Residents fuel source.

The Resident shall indemnify and hold harmless the Community Owner/Operator from and against any and all expenses, liabilities, or costs of any nature, including attorney's fees, arising out of, caused by, or related in any way to the Resident's installation, ownership, operation, maintenance, or closure of the storage tanks.

A violation of this paragraph shall constitute a material breach of the lease. In addition to any other remedies available, upon the Resident's failure to comply with this paragraph or obtain the Community Owner/Operator's approval to maintain the tanks on the premises, the Community Owner/Operator may, but is not obligated to: (1) order Resident to remove or repair the tank and restore the site; (2) without waiving its right to indemnification or to pursue any remedies available, remove or repair the tanks and restore the property at the Resident's expense; and/or (3) terminate the Resident's residency.

xxii. Fences are not allowed without the Community Owner/Operator's approval.



**18. Interior Appearance and Improvements**

Residents shall be responsible for the interiors' compliance with applicable governmental health, safety, and other regulations, and shall only be subject to enforcement by the appropriate governmental authorities. Residents shall use appropriate window treatments of a type and design specifically made for homes and generally available in local stores. Items such as blankets, flags, sheets, paper and other such items not designed to be used as window treatments are not allowed as they interfere with the exterior aesthetics of the community. No resident shall allow any item to be displayed or allow any action that may be considered offensive to occur from within the home that is blatantly visible to passersby.

**19. Landscaping**

- a) **Landscaping by Community Owner/Operator:** With regard to landscaping-such as plants, trees, or shrubs-that the Community Owner/Operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the Community Owner/Operator. In addition, no trees planted by the Community Owner/Operator shall be trimmed without the permission of the Community Owner/Operator. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the Resident (including landscaping), as long as the Resident repairs any damage to the home site caused by the removal of such improvements.
- b) **Landscaping by Residents:** Most utilities are located underground and therefore

Residents may only do landscaping of their sites after complying with all enforceable rules on digging (see Rule 20 below) and obtaining Community Owner/Operator's prior written approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

Residents are responsible for the maintenance and upkeep of all landscaping on the lot site, including grass, flowers, trees, shrubs and other plantings.

The maintenance or removal of trees shall be the sole responsibility of the Resident on whose lot the tree is located including dead limbs and encroaching trees. The location of the tree trunk shall define who is responsible for the maintenance. Trees that block views of their Residents, encroaching trees or

unsafe trees upon proper notice from the Community Owner/Operator must be removed at the Resident's expense.

Landscaping by Residents shall not interfere with utilities, the utility provider's ability to service such utilities, your neighbor's lot, the drainage of the Resident's lot and surrounding neighbors lots, the vision of traffic, or the Community Owner/Operator's abilities to maintain and service the community. All costs to repair or correct any damage to utilities caused by Resident landscaping will be the responsibility of the Resident. Vegetable or flower gardens are allowed and shall be well maintained.

## ***20. Digging***

Before a Resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with the state "Dig-Safe" law. **The current number for Dig-Safe of New York is 1-800-962-7962 but is subject to change.** The Resident shall receive written permission from the Community Owner/Operator, only after the Community Owner/Operator has been given notice of the appropriate Dig Safe clearance numbers and clearance dates. This rule does not prohibit Residents from doing routine gardening and maintenance of lawns and shrubbery.

## ***21. Goods and Services***

The Resident may hire any vendor, supplier, or contractor of his or her choice to provide goods and services for the home and home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods or services may pose risks to the health, safety, welfare or property of other Residents, the Community Owner/Operator, or the community as a whole, the Resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the Resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the Community Owner/Operator. The Resident is responsible for all regulations including, but not limited to, compliance with Lead-based paint laws.

## ***22. Storage***

Residents shall not use patio, decks, porches, or lawn areas for storage of items such as bottles, paint cans, trucks, boxes, snowblowers, snow plows, snow plow attachments, lawn mowers or other equipment, furniture, tires, bicycles, lawn and garden tools, gas bottles, wood metal, and other materials. Such items must be stored inside the home, or in a shed or garage (if any). The Resident may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are not in use, provided that they are placed on a deck,

patio, or porch, and do not interfere with lawn maintenance.

Garbage cans may be securely stored in an attractive, clean and well-maintained Rubbermaid-type horizontal storage shed along the side of home behind side steps or behind the home.

### **23. Fire Safety**

Because of the proximity of the homes in the community, the risk of the fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, Residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks - such as fireplaces, wood stoves, and other equipment involving open fires- they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. **All** wood/pellet stoves and fireplaces must be vented through the roof of the home, not the side. This rule does not apply to equipment that is already part of the structure as delivered by the manufacture of the home and does not prohibit the use of charcoal or gas grills for cooking at the Resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires. Burning of trash, wire insulation, or other obnoxious/hazardous items is prohibited. Any open flame outside of the home must be in a grill specifically intended for such purposes. Wood, coal or charcoal "Campfires" are only permitted within commercially constructed enclosures for such purpose and covered at all times with a metal cover. In no case shall this rule supercede current or future rules of any applicable municipal code.

Any other fire burning structures outside the homes are expressly prohibited.

All homes shall be equipped with at least one (1) five (5) pound multipurpose fire extinguisher bearing the Underwriter's Laboratory classification "1-A:10-B:C" and be properly charged and inspected.

All homes must be equipped with a working and functional smoke and carbon monoxide detectors in accordance with building codes.

### **24. Owner/Operator's Right of Entry**

The Community Owner/Operator may enter onto a Resident's site in case of emergency that threatens the health safety, welfare or property of the Resident or others. The Community Owner/Operator may also enter the site either to inspect the pad, utility connections, and the general condition of the site, or to show the site to individuals interested in renting the site or purchasing the home

## 25. Residents' Conduct

- a) **Compliance With Applicable Laws and Community Rules:** All Residents shall abide by all community rules and regulations, any fire, health, safety, and sanitary laws, and all other relevant national, state or local standards that are applicable to the community and/or the home. Residents shall make sure that their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules. The Community Owner/Operator reserves the right to reject visitors from the community and/or the community facilities who violates community rules, federal, state or local laws or ordinances.
- Any Resident who fears that he or she may be held liable for the actions of persons who are not on the premises by the Resident's invitation shall notify the Community Owner/Operator, in writing, that the said individual(s) are not on the Community property pursuant to the invitation or permission of the Resident. In the event that the Community Owner/Operator should prosecute such individuals for trespass, the Resident shall appear and testify, as required against such individuals. In the absence of such cooperation the claim or claims of the particular non-resident(s) as to his/her/their authorization to be on the Community premises as guest(s) or invitee(s) of the Resident shall be deemed prima Facie evidence of the truth thereof.
- Ignorance of the guidelines is not acceptable as an excuse for violation.
- b) **Privacy, Use and Quiet Enjoyment:** Residents and their guests shall not interfere with the other Residents' privacy, use, and quiet enjoyment of their homes or home sites at any time.
- c) **Convictions:** Any Resident or member of Resident's household who is hereafter convicted of a felony, misdemeanor, or act which could constitute a direct threat to the health, safety and welfare of the other Residents or which could result in substantial physical damage to the property of other Residents whether the felony, misdemeanor, or act is committed within or outside the Community, shall be subject to eviction after giving all required notices and following all required evictions procedures.
- d) **Neighborly Conduct:** Residents shall conduct themselves in a civil and neighborly manner at all times in the community.

Quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable language or conduct is prohibited.

Verbal harassment or abuse of the Community Owner/Operator, their employees, family members, representatives or agents will not be tolerated under any circumstance.

- e) **Noise and Disturbances:** Residents shall not play any stereo, radio, or television, use power tools, or otherwise create noise, at a level that unreasonably interferes with other residents' rights to quiet enjoyment of their homes and homesites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 7:00 A.M., or during the time period specified in any applicable local by-law or ordinance.

- f) **Use of Firearms, Fireworks and other Potentially Dangerous Devices:** Discharging of firearms, B.B. or pellet guns, bow and arrows, crossbows, slingshots, paint guns, or air guns are prohibited within the community area. The use of fireworks or explosives in the community is prohibited.

The threatening use or display of knives, firearms, baseball bats and other similar instruments is strictly prohibited. Intending or threatening usage will be cause for eviction.

Resident shall not carry any firearm of any kind in the park. All firearms are to be carried from the home, to the car, to transport them out of the community.

- g) **Vandalism:** Any vandalism, misuse, abuse, littering, or general disregard for the property of the community or its residents will be considered and treated as a criminal offense.

The Resident (and/or their family members, guests or agents) who is responsible for such actions will be accountable for any needed repairs and or clean up, and the immediate ceasing of such offensive actions. Residents must pay for all expenses incurred to remedy damages in full within thirty (30) days of any invoice by the Community Owner/Operator.

If such offensive actions are considered a criminal act, the Community Owner/Operator will take the appropriate action to protect and maintain the community.

- h) **Trespassing:** Trespassing through another Resident's lot is prohibited unless the Resident of the home grants permission.

## **26. Non-Residential Activities**

Non-residential activities are permissible in the home or at the home site, as long as residents

conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community and the Resident has applied for and received permission from the Owner/Operator. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule.

Babysitting: Daytime babysitting shall be permitted as an exception to the prohibition against commercial activity within the community with certain provisions:

- a) No one may baby-sit more than four (4) children that are not members of the Resident's household.
  
- b) Resident shall carry adequate liability insurance naming the Community Owner/Operator as additionally insured and shall provide a copy of said insurance binder to the Community Owner/Operator.

Home cannot be used as a "boarding house" for people or animals.

The Community Owner/Operator permits yard sales during scheduled community-wide yard sales scheduled during summer months. Residents must request the Community Owner/Operator's approval to hold estate sales; and such permission shall not be unreasonably withheld or delayed.

## **27. Pets**

- a) Permission to house a "domestic household" pet within the community must be requested in writing by completing a Pet Agreement form submitted and approved by the Community Owner/Operator **BEFORE** the pet is obtained. The Community Owner/Operator considers a "domestic household" pet to be a dog, cat, or tropical bird. No hoofed animals, livestock, poultry, poisonous or venomous snakes, lizards, reptiles, insects or other dangerous creatures are permitted at any time or under any condition within the community. Only 2 domestic household pets are allowed per a home. Tenants who currently have more than 2 domestic household pets will be considered "grandfathered in", and will be allowed to keep the additional domestic household pets. In the event of the death of one of the domestic household pets, the Resident must not replace the domestic household pet if it brings them over the maximum of 2 pets.
  
- b) All pets must be properly immunized and licensed and be registered with the Community Owner/Operator. Pets not properly registered shall be subject to the pet fine disclosed in Section 7.h.iii.
  
- c) Pets shall not be allowed outside the home unless they are on a leash with

the Resident. Invisible fences, pet runs, and tethers are not allowed. No pet is allowed to run free within the community.

- d) All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, or threatening the health, safety, welfare or property of residents. No Resident may keep a pet whose conduct has endangered the health, safety, welfare or property of other residents or their guests.
- e) The pet owner is responsible for immediately cleaning up their pet's waste and properly disposing of the wastes in a sanitary manner. Pet droppings are not allowed to accumulate in your yard.
- f) Management reserves the right to remove the pet(s) from the community if the pet owner violates the rules and regulations or mistreats the pet; if the pet is found running loose in the community; or if the pet is noisy, unruly, or causes complaints. Resident will be responsible for any charges incurred in the removal and/or impoundment of the pet.
- g) The Center for Disease Control (CDC) publishes the list of dogs most likely to bite. The following dogs are on the list: Pit Bulls, Staffordshire Terriers, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Mastiffs, Dalmatians, Doberman Pinschers, Chows, Great Danes, St. Bernards and Akitas. Management reserves the right to refuse permission for any dog deemed to be aggressive, whether on this list or not, at any time.
- h) Residents must post "Beware of Dog" sign at their main entry door.
- i) At no point shall domestic household pets or their descendents be "released" to the wild in or near the community. The Resident shall be responsible for proper handling of all domestic household pets and their offspring.
- j) Breeding of domestic household pets for future sale or other benefit is considered a non-residential use of the property and subject to all rules and required approvals.

## **28. Vehicles and Parking**

- a) Two Personal Motor Vehicles Per Site: Homeowners/Residents may park up to two personal motor vehicles at their site. A personal motor vehicle, shall mean any automobile, van, truck, motorcycle, or motor bicycle, that is for personal use by a resident, whether or not it is also used to conduct a trade or business, except for vehicles with two or more axles with a gross weight exceeding 8,600 pounds.

i) There shall be no parking on any lawn area.

ii) Street parking shall not be impede the right of way for any emergency vehicles nor infringe on another resident's parking area.

The Resident may request a written rule variance approval from the Community Owner/Operator for a third vehicle. A rule variance will only be allowed provided the Resident provides for, and maintains, a proper additional parking space for the third vehicles. Rule variance are for a period of one year, must be annually renewed and are non-transferable.

- b) **Unregistered Vehicles:** Unlicensed vehicles are not allowed to be stored within the park. All vehicles must have current registration and inspection and be road worthy.
- c) **Other Vehicles:** Boats, trailers, campers, motor homes, recreational vehicles (such as ATV's, snowmobiles, jet skis and waverunners, go-carts, dirt bikes, etc.) as well as commercial vehicles over 8,600 pounds may be kept in the community only if the Community Owner/Operator provides permission and a storage area for such purposes.

Any vehicles stored in the community storage area is stored at the vehicle owner's own risk and should be adequately insured by the vehicle owner. Vehicle owner must complete an RV Storage Agreement before being allowed to use the community storage facility.

The Community Owner/Operator will assign designated parking spots in the RV Storage area. If no space is available, Homeowner/Resident must find storage outside of the community.

- d) **Violations and Towing:** Any vehicle parked in violation of any enforceable rule, shall, after 48-hours notice to the Homeowner/Residents, be towed at the expense of the Homeowner/Resident (See Section 7(h)(v)).

## **29) Use of Community Roadways**

- a) **Speed Limit:** All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed the posted speed limit.
- b) **Interference with Residents' Right to Use and Quiet Enjoyment:** Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver, or in a manner that interferes



with other residents' quiet enjoyment of their homes, or in a manner deemed to be reckless endangerment.

Pedestrians and bicycles shall always be granted the right of way.

- c) Prohibited Motorized Vehicles: Any vehicle not licensed, inspected, insured, registered, and "street legal" is prohibited from the community.
- d) The Community Owner/Operator will not be responsible for any rough or uneven areas in the roadways, walkways and common areas. Use of roadways, walkways and common areas is done at the individual's own risk. Caution, care, proper equipment and assessment of abilities must be considered and are advised at all times.
- e) Homeowners shall abide by all posted traffic signs. Violation of this rule shall be deemed to materially affect the health, safety and well-being of Residents in the community.

### **30. Repair of Vehicles**

- a) Repairs: Major repairs or spray painting of vehicles is not permitted in the community. Any repair that involves any petroleum products is expressly prohibited.
- b) Oil or Gas Leaks: Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired the Community Owner/Operator shall provide the Resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if Residents fail to take corrective action within such reasonable period of time, the Community Owner/Operator may take steps to have the vehicle removed or seek other relief for such conduct. Any Resident who fails to comply with this shall be liable for costs related to the clean-up of the leak and the repair to the community (See Section 7(h)(v)).

### **31 Subleasing of Sites and Renting of Homes**

No Resident shall sublease or rent the home without the express written consent and approval of the Community Owner/Operator.

### **32. Assignment**

No Resident shall assign this lease without the written consent of the Community Owner/Operator, which consent may be unconditionally withheld without cause provided that the

Community Owner/Operator shall release the Resident from the lease upon request of the Resident upon thirty days notice if the Community Owner/Operator unreasonably withholds consent which release shall be the sole remedy of the Resident. If the Community Owner/Operator reasonably withholds consent, there shall be no assignment and the Resident shall not be released from the lease.

### **33. Community Owner's/Operator's Right to Purchase Unit ("Right of First Refusal")**

- a) RESIDENTS desiring to sell their manufactured home must notify COMMUNITY OWNER/OPERATOR in writing at least thirty (30) days prior to listing their manufactured home for sale. Prior to listing, offering, or showing the manufactured home the RESIDENT or his or her agent must advise the realtor, broker, or agent or other sales representative (hereinafter collectively referred to as the ("Broker")) of COMMUNITY OWNER/OPERATOR'S right of first refusal. Notice of the Right of First Refusal must be included in all offers to purchase and purchase and sales agreements.
- b) Under the Right of First Refusal COMMUNITY OWNER/OPERATOR reserves the right to buy any manufactured home being sold within the Community.
- c) COMMUNITY OWNER/OPERATOR is not required to pay any commission to the Broker upon COMMUNITY OWNER/OPERATOR'S purchase of the unit under provision.
- d) Prior to accepting any bona fide Offer of Purchase ("Offer") RESIDENT or the owner shall submit to the COMMUNITY OWNER/OPERATOR, a copy of the Listing and Offer along with any and all addenda of any additional terms and conditions of purchase and or sale.
- e) Upon receipt of the Offer the COMMUNITY OWNER/OPERATOR has fifteen (15) days in which to exercise its' rights of first refusal and offer to buy the property based upon the terms of the Offer.
- f) The purchase of the manufactured home by the COMMUNITY OWNER/OPERATOR shall be based upon the Offer and shall take place in accordance with the terms set forth in the third party offer less any commission associated with the third party purchase.
- g) In the event that the COMMUNITY OWNER/OPERATOR does not exercise its right of the first refusal to purchase the manufactured home and the third party sale does not take place the RESIDENT or the owner is not required to submit the COMMUNITY OWNER/OPERATOR any subsequent third party offer made within (1) year unless the selling price is materially different.
- h) The COMMUNITY OWNER/OPERATOR'S right of first refusal shall not apply to transfers to purchase who are members of the RESIDENT'S family (including but not limited to step relatives and domestic partners).

### **34. Sale of Manufactured Home**

Subject to the Right of First Refusal set forth above, Homeowners/Residents have the right to sell their homes on their home sites. Potential buyers are required to submit residency applications governed by Rule 2 above. This approval process must be completed after the initial agreement is reached but before the sale is finalized. The Community Owner/Operator has ten calendar days to consider applications.

### **35. Broker for Sales of Homes**

Residents who sell their homes may sell their homes directly, or use any broker of their choosing. In addition, Residents may, if they wish, contract to have the Community Owner/Operator act as their broker. Under those circumstances, Residents should enter into and sign a separate written agreement naming the Community Owner/Operator as their broker and charging a broker's fee of no more than 10% of the sale price of the home.

### **36. For Sale Signs**

Residents may place one sign their window, that advertises their home as "for sale." In addition, the sign used must be a type available commercially and be no larger than two feet by three feet. All other signs are prohibited in the Community.

### **37. Liens**

Residents shall not do anything that may create any lien upon the community owned property. For the purpose of this agreement, Resident's home is personal property and not real property.

### **38. Replacement of Manufactured Home**

If a Resident intends to replace his home with one of like dimensions, he or she shall obtain the approval of the Community Owner/Operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements.

### **39. Approval of Owner/Operator and Enforcement of Community Rules**

- a) **Approval of Community Owner/Operator:** In any matter that requires the approval of the Community Owner/Operator, such approval may be reasonable based on the interest of either protecting the health, safety, welfare, or property of other community Residents, the Community Owner/Operator, or the community

owned property; and/or complying with standards set forth in enforceable community rules and applicable law. In addition, such approval shall not be unreasonably withheld or delayed. In general, such “unreasonable” delay means more than ten days. unless another time period is provided in an enforceable rule or applicable law.

- b) **Enforcement of Community Rules:** The community Owner/Operator shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement.

For items not particularly covered in the Rules & Regulations, the Community Owner/Operator reserves the right to make reasonable common sense policies that affect the situation and reserves the right to implement them.

The Community Owner/Operator also reserves the right to clarify the true intent of any rule and regulation

Residents shall not interfere with the Community Owner/Operator’s rights and ability to enforce the rules and regulations of the community.

- c) **Grounds for Termination of Tenancy for Purpose of Eviction:** There are several grounds that the Community Owner/Operator may move for an eviction proceeding:

**All Warrants for Eviction will commence within 72 hours.**

- i) **Failure to Surrender Premises:** A Resident will be subject to eviction if the Resident continues in possession of any portion of the premise after the expiration of the lease term without the permission of the Community Owner/Operator.
- ii) **Non-Payment of Rent:** A Resident will be subject to an eviction action if the Resident has defaulted in the payment of rent, pursuant to the agreement under which the premises are held, and a demand of the rent with at least thirty days notice in writing has been served to the Resident as prescribed in section seven hundred thirty five of the real property actions and proceedings law, and continues to be in default in rent payments after expiration of the thirty-day notice.
- iii) **Improper or Illegal use of the Premises:** A Resident will be subject to eviction if the premises, or any part thereof, is used as a place of assignment for lewd purposes, or for

purposes of prostitution, or for any illegal trade or business.

iv) **A Violation of a Law or Ordinance Protecting Health, Safety or Welfare:**

A Resident will be subject to eviction if the

Resident violates any federal, state or local law or ordinance which will be deemed detrimental to the health, safety, or welfare of the other Residents residing in the community.

v) **Disregard for the Enforcement of the Community Rules & Regulations:**

If the Resident is in violation of any lease term or

rule or regulation established by the Community Owner/Operator pursuant to this section, and has continued in violation for more than 10 days after the Community Owner/Operator has given written notice of such violation to the Resident setting forth the lease term or rule or regulation violated and directing the the Resident correct or cease violation of such a lease term or rule or regulation within ten days from receipt of said notice. Upon the expiration of such period should the violation continue or should the Resident be deemed a persistent violator of the lease term or rules and regulations, the Community Owner/Operator may serve written notice upon the Resident directing that the Resident vacate the premises within thirty days of the receipt of said notice.

vi) **Change in Use of the Property:**

A Resident may be subject to an eviction

proceeding if the Community Owner/Operator propose a change in the use of land comprising the community, or a portion thereof, on which the Resident's home is located, from its current use to some other use, and provided that the Resident is given written notice of the proposed change of use and the Resident's need to secure other accommodations. When the Community Owner/Operator gives notice of the proposed change of use to the Resident, the Community Owner/Operator shall, at the same time, give notice to all other Residents in the community who will be required to secure other accommodations as a result of the proposed change of use. Eviction proceedings based on a change in use shall not be commenced prior to six months from service of notice of proposed change in use or the end of the lease term, whichever is later. Such notice shall be served in the manner prescribed in section seven hundred thirty five of the real property actions and proceedings law or by certified mail.

#### **40. Complaints**

Any and all complaints to the Community Owner/Operator must be submitted in writing and signed by Complainant.

In the event of an emergency, you can contact the Community Owner/Operator at the number provided at the beginning of these rules.

Residents and neighbors are asked to settle minor grievances between themselves in a friendly manner. Management reserves the right to make a final determination involving lot line disputes between two neighbors.

Management seeks the participation of the Resident toward the end of promoting fair and uniform application of these Community rules. However, any Resident who has lodged more than two (2) unfounded complaints against any other Resident within a six (6) month period may be subject to eviction where the Community Owner/Operator determines such complaints to have been based upon or motivated by malicious or improper purposes.

#### **41. Amendment of Rules**

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the Community Owner/Operator. Copies of such rules or changes to the rules shall be provided to all Residents at least 30 days prior to their effective date, as per New York State Law.

#### **42. Severability**

**In the event that any Court or competent jurisdiction finds any part of these Rules and Regulations to be unlawful, invalid, unconstitutional or unenforceable, only the provisions declared, unlawful, invalid, unconstitutional or unenforceable shall be voided, and all other provisions of the Rules and Regulations shall remain in full force and effect.**

#### **43. Insurance**

Resident must provide proof and maintain proper insurance (comprehensive, fire, theft, and liability) on the home, contents and appurtenances.

Resident **shall list the Community Owner/Operator as “Additionally insured”** and indemnify and hold harmless the Community Owner/Operator, its agents, affiliates and mortgagee from and against any and all liability, damages, penalties, claims, judgements, expenses, fees, actions, suits, costs arising from injury to Resident or their families, guests, agents or any other Resident and their family, guest or agent, occurring on the rental site or the community common areas.

#### **44. Liability**

The Community Owner/Operator shall not be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Resident of any of the Resident's guests or any other person caused by any use of the premises or facilities offered in the community. The Community Owner/Operator shall not be liable for any damage or injury caused by an act or omission by the Resident or any other member of the Resident's family or Resident's guest or invitees. Resident waives all claims and demands against the Community Owner/Operator for such loss, damage or injury. Further, The Community Owner/Operator does not assume responsibility if creditors or lienholders remove a Resident's home from the community.

"Acts of God", including and not limited to insects, rodents, wild animals, weather, earthquakes, etc. cannot be controlled by the Community Owner/Operator, and the Community Owner/Operator cannot be held responsible for any damage or inconvenience caused by such.

#### **45. Moving Into or Vacating the Community**

- a) Resident shall provide a 30-day written notice to the Community Owner/Operator of any home's delivery to or removal from the community.
- b) As security of the final cleanup of the premises after removal and or damages which may have been caused by the moving process, prior to moving the home, a \$500.00 security deposit shall be paid to the Community Owner/Operator at time of notice by Resident to Community Owner/Operator. Expenses of repairs, if any, will be deducted from the \$500.00 security deposit and the remaining balance will be returned to the Resident.
- c) Only insured experienced manufactured home movers will be permitted to move homes. The home mover is required, prior to moving the home, to furnish the Community Owner/Operator with a Certificate of Insurance evidencing sufficient insurance to cover any damages the mover may cause.
- d) The Community Owner/ Operator reserves the right to approve or deny any transport company access to the community.
- e) The Community Owner/Operator's on-site manager shall supervise all transporting of manufactured home through the community.
- f) Movement of manufactured homes shall be permitted between the hours of 8:00am and 5:00pm, Monday through Friday.
- g) All manufactured homes must be properly skirted within thirty (30) days of entering the community, weather permitting.
- h) All manufactured homes must be adequately and properly blocked and leveled.

#### **46. Abandonment**

- a) Any items left on a lot after the Resident has vacated shall be deemed abandoned.
- b) With respect to any home or vehicle which is left abandoned by the Resident in the Community for a period of thirty (30) days or at the end of term, or after Community Owner/Operator has obtained possession of the lot by legal process, the Community Owner/Operator shall enter the home or vehicle and secure any appliances, furnishings, materials, supplies or other personal property therein, and the Community Owner/Operator shall have the right to move the home to a storage area or other location the the Community Owner/Operator deems proper and necessary.
- c) The Community Owner/Operator shall have no liability for safeguarding the home or vehicle, its contents, and any appurtenances prior to or during the move or after the home has been relocated and placed in storage.
- d) The Community Owner/Operator shall have no liability to the Resident or any other person under these or any other circumstances.
- e) The provisions here also apply to any abandoned home which is owned by a Resident who has filed a petition in bankruptcy or is adjudicated insolvent, whether or not the home is financed. In such event, the Lease Agreement with the Community Owner/Operator shall automatically terminate on account of such violation, and the Community Owner/Operator shall remove the home from the community.
- f) Resident in violation hereof shall be liable for all reasonable costs incurred to remove and store the home, (See Section 7,(h)(v)).

#### **47. Miscellaneous Rules**

- a) This agreement contains the entire and complete understanding of the parties. There are no representations, warranties, or promise, covenants or undertaking other than those expressly set forth herein.
- b) The Community Owner/Operator retains the right on 30-days written notice to require Resident to move to another location within the community. The requirement to move shall be reasonable, and shall not be invoked except for a valid business reason, such as the need to make repairs or installations which would not be possible without the removal of the home from the current lot, or which would otherwise require the eviction of the home. The Community Owner/Operator will be responsible for and pay all costs of moving said home and appurtenances. The Community Owner/Operator agrees that the lot shall not be smaller than



the one to be vacated.

- c) In the event of a sale of the community, the Resident shall look only to the new Community Owner/Operator for performance of the community's obligations in this agreement.
- d) Resident shall notify Landlord of any attachments, or repossessions of the manufactured home, or filing of any involuntary or voluntary petition for bankruptcy.
- e) Resident shall, orally and in writing, immediately report any of the following to the Community Owner/Operator:
  - 1) Interruptions or malfunctions of electrical, water, or sewer services.
  - 2) Fires or any telephone calls to, or any in community contact with, any police, emergency medical or other emergency services concerning any occurrences within the community.
  - 3) Any incident occurring on any portion of the common areas of the community that results in any injury or damage.
- f) **Vacations and Absences:** Resident should notify the Community Owner/Operator of their departure and return dates for vacations or other extended absences from the park; however, the Community Owner/Operator shall not be liable for any vandalism or other damage to the home, the lot or other property occurring at any time.
- g) **Extermination:** Resident is responsible for any needed extermination of insects, pests, rodents or wild animals on the lot site and in or around the home.
- h) **Noxious Plants:** Resident is responsible for any needed control or removal of ragweed, hogweed, poison ivy, oak or sumac, or other noxious weeds, on or about their lot.
- i) **Stray Animals:** The feeding or harboring of stray animals is prohibited. Feeding of animals (domestic or wild), or placing exposed food, outside the home is prohibited.
- j) **Mail:** The Community Owner/Operator shall coordinate a delivery location with the United States Postal Service for the delivery of mail to the Resident. The Community Owner/Operator shall not be liable for the delivery of mail service and all complaints and concerns regarding mail should be addressed to the United States Postal Service.
- k) **Other Signage:** Except as provided for in #28(i) Vicious Dog and #38 For Sale Signs, all signs are prohibited in the community.