

RULES AND REGULATIONS

Effective: January 1, 2020

Thank you for choosing to reside in _____. To provide a better community for all the Tenants, the Landlord has developed the following Rules and Regulations. If a Tenant has any questions concerning these Rules and Regulations, he or she should feel free to discuss them with the Landlord. The following must be adhered to by all respective parties. Violation of any of these items will be grounds for eviction of the Tenant(s).

1. OBLIGATIONS FOR OCCUPANCY:

- a. The property will be used as a residence only.
- b. Each person over the age of 18 must complete the Park application and be approved by the Landlord prior to occupancy of the premises as a Tenant. The Landlord reserves the right to approve or disapprove the Applicant's application based upon credit and criminal background, and to refuse admittance to anyone whose home is not considered acceptable in appearance or condition. The Applicant shall make no material misrepresentations or omissions in the application. Misrepresentations or omissions of facts will result in the application being turned down and occupancy will be terminated.
- c. **All rents are due on the 1st of every month and can be mailed to 10324 Main Street Clarence, NY 14031 or paid online.** If the rent is paid or received after the 10th of the month, a 3% late charge will be charged as. If paying by mail it must be postmarked by the 8th to ensure that rent is received by the 10th of the month. A fee of \$35.00 will be charged for checks that are returned unpaid for any reason as Additional Rent. Rent shall be paid on time regardless if home is damaged, vacated, under eviction proceedings or in an "Estate" otherwise, the Landlord shall have the Tenant(s) served with a thirty-day notice for nonpayment.
- d. Whenever under the terms of this lease any sum of money is required to be paid by Tenant in addition to the rental herein reserved, and said additional amount so to be paid in not designated as "Additional Rent", or provision is not made in the Lease covering such payment for the collection of said amount as "Additional Rent", then said amount shall nevertheless, at the option of Landlord, if not paid when due, be deemed "Additional Rent" and collectible as such with any installments of rental thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same becomes due and payable hereunder, Landlord reserves the right to proceed with plenary action(s) to collect Additional Rent during the term of the tenancy or after Tenant has vacated for items not collectable in a summary proceeding and such in such action reserves the right to seek court costs and attorneys' fees.
- e. Tenant(s) shall pay for all utilities at the premises. Water and sewer charges, if metered, will be charged as Additional Rent. Tenant(s) shall pay all additional rents charges such as maintenance and repairs, water and sewer, NSF charges etc. within 30 days, unless specific credit arrangements are expressly made.
- f. The Tenant(s) may not sub-let the rented property, any common area or parking area to anyone without the Landlord's written consent. Such consent shall not be unreasonably withheld. Any sublease or assignment of the Lease shall not relieve Tenant(s) from liability for payment of Rent, Additional Rent or other charges or from the obligation to be bound by the terms of this Lease. Tenant(s) must provide to Landlord (30) thirty days' written notice of an intent to sublease.
- g. Landlord must be provided with a list of all permanent occupants in the home prior to the signing of the Lease. If any other family member or occupant of the Tenant(s) lives or resides in the home with the Tenant(s) for longer than seven (7) days in a thirty (30) day period, the Tenant(s) shall fully and truthfully provide a list of their respective names to the Landlord and comply with all rules and regulations for background checking and the criteria for refusal for entry into the park.
- h. Tenants agree to pay all attorney fees, costs, and disbursements resulting from the non-payment of Rent or an eviction for violation of Rules and Regulations, as so ordered by a judge or court of jurisdiction. Tenant shall have a reciprocal right to be awarded such costs and fees.

2. SET UP AND HOME SITES FOR ALL MANUFACTURED HOMES:

- a. Landlord makes no representations as to property lines and has final say in determining such lines.
- b. Tenants who own their own home are responsible for leveling and re-leveling and anchoring of their home. All home pads shift or settle to some degree. Therefore, the Tenant(s) must re-level the home and check anchoring when the Tenant(s) deems this necessary in order to prolong the life of the home and in order to maintain safe anchoring of the home.

- c. All homes must be installed by a NYS Certified Installer or Retailer, according to the New York State "Manufactured Housing Advancement Act" Regulations, a copy of which can be obtained by calling the New York State Department of State at 518-474-4073 or downloaded from the Department of State website at www.dos.state.ny.us/codes/manuf.html.

3. **UTILITIES:**

- a. Landlord reserves the right to locate and maintain, on and across the Leased Property, such utility line facilities as may be necessary or convenient to serve the Tenant(s) and other Tenant(s) in the manufactured home Community, including water lines, television lines, sewer lines, gas tanks and lines, electric lines and pedestals, sidewalks and common paths; and to relocate, remove, maintain or repair such facilities as needed. Landlord also reserves the right to install and maintain traffic control signs, street signs, or other signs Landlord deems necessary and to decide their location. Tenant(s) shall be responsible for damage caused to Landlord's property because of Tenant's failure to maintain utilities and other services.
- b. The Landlord shall not be liable for any damage or injury, which may be sustained by the Tenant(s) or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, sewer, waste or pipes, or the electrical, gas or oil system; or by reason of the elements; or resulting from the carelessness, negligence of improper conduct on the part of any other Tenant(s) or of other Tenant's agents, guests, licensees, invitees, subleases, assignees or successors; or attributable to any interference with interruption or failure, beyond the control of the owner, or any services to be furnished or supplied by the owner. Tenant(s) shall be responsible for damage caused to Landlord's property because of Tenant's failure to maintain utilities or other services. Tenant(s) are urged to obtain the necessary insurance against these above contingencies. Tampering with electric service or other utility service is prohibited. Tenant(s) shall notify Landlord of any problem affecting the Leased Property including, but not limited to, malfunction of electric, water or sewer service; fires or any calls regarding police, emergency medical or other emergency services; incidents on common areas involving injury or damage.
- c. Electric: The Community is responsible to provide electricity up to the pedestal. Electric, gas or other power connection from the pedestal to the home is the Tenant's responsibility. All electric power cords, gas lines, telephone and television cables must be buried underground, pursuant to local codes
- d. Water and Sewer: The Community is responsible for the water and sewer line underground only. Tenant(s) own and are responsible for the pipe from their home to the ground level connection at ground level. Tenant(s) are also responsible for any blockage within the home or up to the connection as well as any blockages of the lateral sewer line if it is exclusively devoted to the tenant's home between the ground level connection and the mainline. Furthermore, the manufactured homeowner is responsible for any blockage or expense caused by abuse of the water or sewer lines. Tenant(s) may not dispose of any environmentally hazardous or non-biodegradable product through the sewer system. Tenants shall pay for all water and sewer registered by meters, if any. All water and sewer usage will be charged as additional rent. The Community owner may shut off water service to the premises of repairs are necessary. Frozen water and sewer lines are the Tenant(s) responsibility. It is recommended to check heat tape prior to cold weather to protect your lines from freezing. If Tenant(s) does not have or heat tape is not working and pipes freeze, causing damage to our meters, lines or equipment, Tenant(s) will be responsible for the costs to service and repair them.
- e. To avoid damage to underground utility service, no digging, planting of shrubbery or installation of posts will be permitted without written permission from the Landlord. There are high voltage underground lines that can cause death or serious injury. Any damage caused by Tenant(s), will be the responsibility of the Tenant(s) to cover the cost of the service and repair.

4. **PEACEFUL AND QUIET ENJOYMENT OF THE LEASED PROPERTY:**

- a. Tenant(s) assume all responsibilities of any kind associated with their personal property(s) or person(s) in connection with occupancy. This includes their children and guests. Any problems or breaches of rules committed by children or guests will be the sole responsibility of the Tenant(s). This includes paying for any damages proven to have been caused by them. No one is allowed to engage in any recreational activity near garage, storage areas, machinery, or construction areas. Tenant(s) shall at all times make appropriate arrangements for supervision of their children and guests. Repeated problems with a Tenant's children or guests will be considered a breach of this rule and any other rules pertaining specifically to the problem. The HUD requirements or state law shall govern the number of persons allowed to reside in any home.
- b. Trespassing on another Tenant(s) lot is forbidden. Passage from lot to lot must be made by use of Community streets at all times.
- c. Loud gatherings that disturb other Tenants will not be allowed at any time. All noise is to be kept to a minimum and is not to create a disturbance for other Tenants at any time. Special care is to be taken to prevent noise after 10:00 p.m.
- d. Smoke and carbon monoxide detectors must not be disconnected, intentionally damaged or left without working batteries. Tenant(s) is responsible for changing smoke detector batteries on at least an annual basis and must take corrective action

whenever the smoke detector indicates that the batteries need to be changed. Tenant(s) shall be responsible for any damage to the home resulting from Tenant's failure to comply with these requirements. Tenant(s) acknowledges that its home is equipped with a functioning smoke detector and carbon monoxide detector.

- e. Outdoor grills and propane fueled pits are permitted but must comply with all laws and fire regulations.
- f. Bow and arrow, BB guns, pellet guns, paint guns and air rifles or any type of firearms may not be discharged or openly displayed in the Community. No fireworks of any type are permitted to be set off in the Community. Nothing dangerous or explosive may be maintained on or about the Property.
- g. Landlord reserves the right to evict a Tenant(s) and terminate this Lease Agreement upon thirty (30) days' prior written notice delivered to Tenant if Tenant's conduct is found to pose an imminent threat to the health, safety, or welfare of the other manufactured home Tenants in the Community.
- h. The Tenant(s) covenants to use the property in such a way as not to disturb the quiet and peaceful enjoyment of the other Tenant(s). Tenant(s) shall not verbally or physically harass or disturb neighbors or Landlord. Disturbing the quiet and peaceful enjoyment of any Tenant(s) including the Landlord is a violation of these rules and regulations. Tenant(s) shall, at all times, comply with all federal, state and local statutes, ordinance, rules and regulations. Any objectionable or illegal conduct by a Tenant, occupant or guest, in Landlord's reasonable discretion, while within the community shall constitute a violation of these Rules and Regulations and Lease Agreement.
- i. If Tenant(s) see anything suspicious or hear something suspicious, please contact the office immediately in order to avoid any malicious vandalism. All information will be kept confidential and hopefully will help lead Landlord to the guilty parties.
- j. Tenant(s) are permitted to invite to their homes such vendors as tradesmen, delivery men or suppliers of various goods and services and to purchase goods, and services from a vendor of the Tenant's own choosing. However, vendors will not be permitted to solicit in the Community. Tenant(s) are requested to notify the Community office immediately if vendors are attempting to solicit on the Community property. No peddling, soliciting, or commercial enterprise is permitted in the Community. All outside service personnel contracted by a Tenant(s) to do repair work, install any outside fixture, including, but not limited to awnings, sheds, landscaping, etc., may be required to show "proof of insurance".
- k. If a Tenant or any occupants are charged or convicted of a felony during the term of this Lease Agreement or any subsequent renewal or month-to-month tenancy, said conviction constitutes a material violation and shall be grounds for immediate termination of this Lease Agreement. Further, Tenant and any member of Tenant's household, or guest or other person under the Tenant's control shall not engage in or facilitate any criminal activity, including, but not limited to, drug-related criminal activity, on the Leased Property or elsewhere in the Community. Tenant or any member of the Tenant's household or guest or other person under Tenant's control shall not permit the dwelling unit to be used for or to facilitate, criminal activity, including, but not limited to, drug-related activity. "DRUG-RELATED CRIMINAL ACTIVITY" means the illegal manufacture, storage, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802).
- l. Tenant(s) shall not store any combustible material or item near any appliance, water heater or furnace. There should be no storage underneath the home. Tenant(s) shall store all supplies in accordance with manufacturers' recommendations.
- m. Operating any type of business is prohibited in the Community.

5. **PETS:**

- a. No animals shall be allowed on the Premises without prior approval in writing by Landlord. No exotic, uncommon, undomesticated or excessively large pets are permitted unless specifically waived by Landlord in writing as may be required. There shall be only ONE animal allowed at the Premises unless additional animals are approved by Landlord in writing. No visiting pets are permitted in the Community. The following breeds of animals are forbidden at the Premises unless waived by Landlord in writing. Dobermans, Hybrid Wolves, Pit Bulls (including American Staffordshire Terriers) and Rottweilers. Landlord reserves the right to add other breeds to this list in the future.
- b. Tenant's animal shall not be allowed outdoors unless it is in the custody of a responsible person and on a leash, subject to local ordinance laws.
- c. Tenant will pick up the animal's waste and dispose of it properly. Tenant will be responsible and will pay damage for destruction caused by the animal to the Premises, including but not limited to any furnishings or other property of the Landlord and common areas. All such damage charges shall be deemed Additional Rent.

- d. Tenant agrees that the animal will not constitute a nuisance in any manner. If the Animal becomes a threat or nuisance in any way, of which the Landlord shall be the sole judge, Tenant agrees to remove the animal from the Premises for the balance of the Term upon 3 days written notice from Landlord to Tenant . The Termination of the animal’s occupancy shall not in any way affect Tenant ’s liability under the Lease. For purposes of this section, a threat or nuisance shall be defined as:
 - 1. Unruly behavior that causes personal injury or property damage;
 - 2. more than one notice of your failure to dispose of animal waste properly;
 - 3. making noise continuously for a period of ½ hour or more to the disturbance of other Tenants;
 - 4. Animals who relieve themselves on other Tenant lots or common areas;
 - 5. Animals who exhibit aggressive or otherwise potentially dangerous behavior.
- e. Pet food may not be kept outside.
- f. Stray animals may not be fed.

6. **LOT, LAWN AND YARD MAINTENANCE:**

- a. Do not install any outside TV, satellite, or radio antennae without the Landlord’s prior written approval and signed satellite addendum. Any unapproved antennae are a violation of this Lease.
- b. SECURITY CAMERAS: No outside cameras may be mounted on the outside of the home that would disturb the peaceful enjoyment of the community by its Tenants or would be invasive to the expectations of privacy that Tenants of the community can reasonably expect. Cameras may be installed by Community Management in common areas only where the expectation of privacy is outweighed by the Community’s security interests.
- c. Personal yards will be cut and trimmed at all times to a height not exceeding three (3) inches and weeds shall be kept under control. If this provision is not observed, the Landlord will accomplish the cutting and the Tenant(s) concerned will be charged at the rate of \$35.00. This fee will be considered additional rent. In the case of major tree work, which refers to dangerous conditions caused by large branches and trees, Tenant(s) shall notify Landlord. Tenant(s) are encouraged to carry insurance in case a tree damages Tenant’s home. Landlord shall not be responsible for any damage or injury caused by, or related in any to, trees, regardless of the cause of such damage or injury. All fixtures, trees and shrubs placed upon the rented property shall become the Landlord’s property. They shall remain on the property and be surrendered to the Landlord as part of the Leased Property. Due to the utility lines located on the Leased Property, Tenant shall not dig holes, drive poles into the ground or cultivate the soil, or allow others to do so, without the express written consent of Landlord.
- d. All plumbing fixtures must be free from leaks. Leaky water faucets, toilets, (including overflow), outside water spigots, etc., on a Tenant’s home must be repaired within a reasonable time when discovered. These cause a substantial water waste.
- e. No additions or alterations, reparations, improvements of any type or decorations may be made to any home; nor may any shed, carport or other structure be placed on any lot without prior written approval of the Landlord and any permits required by the Local Code Enforcement officer. Landlord shall not be responsible for any damages or injuries by any persons who begin construction without the will necessary approvals and permits.
- f. Sheds: There shall be no storage outside the home other than in a Landlord approved shed. Only one shed per lot, with a maximum size of 10’Wx10’Lx8’H, shall be allowed unless Landlord approves an alternate size in writing. Sheds must be maintained in good condition, including all painting, repairs and replacements at Tenant’s sole cost and expense. Shed placement must be approved by Landlord.
- g. Decks: Decks may not be added without the prior written approval of the Landlord. All decks must have railings and spindles; they may not be enclosed without Landlord’s prior written approval. Decks must be maintained in good conditions. Landlord shall have the right, but not the obligation, to inspect the decks for safety and upkeep and shall have the right to request any painting, repairs, or replacements, which shall be undertaken at Tenant’s sole cost and expense and upon receipt of appropriate permits. Decks must be kept clear of debris.
- h. Carports: **Tenant(s) shall not use the carport, patio or patio room of the premises for storage**, except that the Tenant may store patio furniture and grill. The Tenant shall not place any storage facilities such as cabinets or storage sheds on the patio. Carports must be kept free of clutter and all no outside storage allowed. **It shall be free of items such as: sofas, chairs, building materials, auto parts, toys, lawn equipment or any other items that Landlord determines is clutter.** All other items must be stored in a shed.
- i. Fences: No fences are allowed on property. All existing fences must be removed by January 1, 2020.

- j. Walls, screens, hedges or other material serving as a fence, are allowed unless specifically authorized by Landlord in writing. The entry to Tenant's manufactured home must be pre-approved steps or a deck; no concrete blocks are allowed.
- k. Skirting must be of Vinyl or other commercial-type factory skirting and in good condition. Skirting may not be made of wood, press board or plywood Any torn and missing skirting must be replaced. Any holes or damages to the skirting caused by Tenant(s) must be repaired immediately at Tenant's cost. All paint on homes, skirting and other structures must be properly maintained; peeling or weathered paint is not allowed.
- l. Tenant(s) shall place the street number on their home in a manner easily visible to all emergency vehicle personnel.
- m. No more than one umbrella type clothesline may be installed at any home and must be positioned at the rear of the home. No clotheslines other than umbrella type are permitted. No hanging of laundry on carports, railings, exterior of homes or anywhere else on the lot except the umbrella-type device.
- n. No swimming pools over 12" in height of any kind may be placed in the Community. All permitted pools must be only filled with water when an adult is present and **must be emptied daily**. Tenant(s) may not construct any bodies of standing water.
- o. Tenant(s) shall have the obligation to maintain the exterior of the manufactured home and to keep the Leased Property clean and free of debris and refuse and otherwise in good condition, including roof and fascia. If home is to be painted it shall be a neutral color approved by Landlord. All siding on the home shall be the same color. Any warped or damaged areas of the home's exterior must be painted, replaced or repaired at Tenant's sole cost and expense. Windows may not be broken or made of plastic. No aluminum foil, blankets, bed sheets or the like shall be placed in any window in the manufactured home. Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Tenant(s) are responsible to keep the Leased Property free of ice, snow and leaves. Trash cans must be rodent-proof containers with sealed lids. Tenant(s) are responsible to prevent their trash cans from spilling, falling or otherwise causing an unsightly condition in the Community. Trash cans must be returned to the home within twenty-four (24) hours of trash collection. The Tenant(s) must arrange and pay for the trash removal of anything not taken with normal weekly trash collection, i.e. furniture, appliance, mattresses etc. This must be done within Five (5) days. Failure to observe these provisions is a violation of these rules and regulations.
- p. Landlord may require Tenant to power wash home as needed, on 10 days written notice to Tenant.
- q. Leaves, grass cuttings, etc., may not be swept into the streets. It is the Tenant's responsibility to dispose of these items.
- r. Yard Sales are not permitted on an individual basis. However, all Tenant(s) in the Community who want to participate may organize a Community yard sale. This sale must be held at a location in the Community agreed upon by the Tenant(s) and the Community Landlord.
- s. No chemicals of any kind may be dumped in drains or the ground. All hazardous waste, toxic household products (including but not limited to used motor oil, engine coolant, pesticides, toxins, paints, cleaning products and other similar substances) shall be taken by Tenant(s) to a hazardous waste collection center or otherwise disposed of in accordance with all applicable local, state and federal laws.
- t. No open fires, wood-burning fire pits, trampolines, swing sets or other potentially hazardous items shall be allowed.

7. **TRAFFIC AND VEHICLES:**

- a. Boats, campers, pop-ups, storage/luggage trailers, and motor vehicles are not permitted on or near the Leased Property for a period of more than twenty-four (24) hours while moving in and out after being loaded or unloaded. Written approval from Landlord must be obtained for any duration longer than 24 hours.
- b. Parking and storage of boats, boat trailers, tent campers, travel trailers, pickup camper bodies, snowmobiles, trailers, snow plow blades and any and all other recreational vehicles are prohibited.
- c. Parking on the street is not allowed unless there is no driveway on Tenant's Leased Property. Parking on sidewalks and grass is prohibited. Parking on another Tenant's driveway is prohibited. Cars may be towed at the owner's expense in accordance with applicable towing statutes and regulations.
- d. All vehicles must be registered, licensed, insured and operable at all times, and must also be registered with the Community office. Any inspection stickers required under state law must also be appropriately displayed.

- e. The Tenant(s) may keep only licensed, insured, and operative vehicles in the Community. Inoperative, unlicensed or unsightly vehicles, and vehicles of non-Tenants brought into the Community for storage will be towed away at Tenant's expense unless written permission is obtained from Landlord. Landlord shall not be responsible for the disposition of or damage to any towed vehicle
 - f. Minibikes, powered scooters and other unlicensed motorized vehicles of this nature are prohibited in the Community.
 - g. The speed limit must be observed at all times and pedestrians shall be granted right of way.
 - h. Major repairs or blocking up of automobiles for repairs or storage is not permitted on Community property.
 - i. Two vehicles per lot are permitted. However, with the written approval of the Landlord, additional vehicles may be kept in the Community.
 - j. No commercial vehicles larger than a pick-up truck or passenger van may be parked within the Community. Trucks one ton and over in gross weight are not permitted in the Community except for local delivery.
8. **VACATING PROCEDURES:** Tenant(s) must notify the Community office as soon as possible when they are planning to move from the Community. A minimum of thirty (30) days' prior written notice is required. Tenant(s) are advised that prior to removing a manufactured home from the Community, a removal permit must be obtained from the Town permitting removal of the unit. Any damages to the Tenant's lot, utilities or Community property will be charged to the Tenant(s). Tenant's lot must be left free of debris upon vacating. All rent, additional rent, utilities and other fees must be paid prior to vacating. Upon vacating, Tenant(s) will properly disconnect all utilities, clean all debris off lot, and repair any damage caused by removal of the home Tenant(s) will leave a forwarding address for all mail.
9. **SELLING PROCEDURES:** Tenant(s)/Seller must notify the Landlord in writing immediately that Tenant is planning to sell Tenant's home. If a realtor is used, the realtor must contact Community office. Before advertising or placing a "For Sale" sign in the window or in the yard, you must call the Landlord for re-sale inspection. In the event that improvements are required to comply with community standards, said improvements must be made by the seller or agreed to be made by the prospective buyer. All improvements, decks, sheds, skirting, landscaping, etc., must be approved by the Landlord in writing prior to any work being done. For Sale signs may be 24" x 36" for display on Tenant's Leased Property. Do not quote lot rent, call the Landlord for that information. Prospective Buyers and Co-owners must make application at the Landlord's office thirty (30) days before the sale can/will become final. All rent, additional rent, utilities and other fees from Tenant(s)/Seller must be paid prior to sale. Landlord shall screen all prospective Tenant(s) and they must be approved prior to sale. One month's rent must be paid prior to occupancy as a security deposit. The vacating Tenant must leave a forwarding address with Landlord in order for the security deposit to be returned, provided that one was given. Tenant(s) shall be prohibited from selling or otherwise transferring title to the manufactured home placed on the property which is the subject of this agreement, without first securing an application for tenancy from the Landlord which must be filled out and presented to the Landlord by any prospective buyer. The Landlord will then exercise its right to approve the prospective buyer of the manufactured home as a new Tenant(s), a right which cannot be unreasonably withheld. Application for space rental must be completed by a potential Tenant and approved by Landlord before transfer of manufactured home. A credit report and criminal background check satisfactory to Landlord is necessary before an application may be approved. The applicant shall make no material misrepresentations or omissions in the application. Misrepresentations or omissions of facts will result in the application being turned down and occupancy will be terminated.

Acknowledgment of Receipt of Rules and Regulations

I have received a copy of the Rules and Regulations and understand that I/We are responsible for abiding by them. I do understand that if I have any complaints and requests for approval, I will put them in writing and contact the park office between the hours of 8:30 am and 5:00 pm, Monday thru Friday at 716-631-8383.

I/We jointly accept financial responsibility for the account established by this agreement.

Tenant signature (s)

_____ Date _____

_____ Date _____

_____ Tenant(s) Initial(s)

_____ Tenant(s) Initial(s)