

# 1. Community Rules and Regulations – Addendum A

## 1.1 GENERAL CONDITIONS:

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All Rules and Regulations will be strictly, but fairly, enforced. You will be adequately notified of any violation of the Rules and Regulations and provided with an opportunity to cure said violation. If any violation is not cured during the specified time in the cure notice, Landlord will be forced to institute any/all legal remedies, including eviction as permitted by law.

Any interpretation, explanation, additions, deletions, and enforcement of these Rules and Regulations are reserved solely and absolutely to the Landlord.

The Landlord reserves the right at any time, to revise, add to, or change these Rules and Regulations in any manner that is deemed necessary for the continued maintenance of a fine residential community. Prior to the implementation of a new or amended Rule and Regulation, a thirty (30)-day written notice of the change will be forwarded to each Tenant and a copy thereof posted in a conspicuous location within the community. New or amended Community Rules and Regulations will be effective thirty (30) days after posting, unless a longer period is required by law. If you have any questions concerning any information contained herein, please feel free to contact the Landlord.

## 1.2 REGISTRATION:

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All people contemplating entering this Community must fill in an Application/Registration form and be approved by the community prior to moving in the community. Information contained in the Application shall include but not be limited to:

The name and address of every occupant of the manufactured home.

The name and address of the owner of the manufactured home, if other than Tenant

The name and address of all lien holders maintaining a lien against the manufactured home.

The serial number of the manufactured home.

The license number of all Tenants' and Occupant's vehicles and the state issuing said license.

A registry of all occupants who will be residing in the manufactured home.

All animals shall require a separate Pet Agreement.

All adult occupants of the household and the owner of the manufactured home must sign this Application cognizant of all the facts contained in the Application. The Application/ Registration sheet shall always be available for inspection by law enforcement officers and the information will be updated periodically, as required.

## 1.3 MANUFACTURED HOME STANDARDS:

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Landlord must be given a 48-hour notice prior to any manufactured home being moved into the Community.

No manufactured home shall be allowed to be moved into or remain in the Community which does not comply with the following minimum requirements, unless a waiver is obtained from the Landlord.

All manufactured homes must be a minimum of Twelve (12) feet wide.

No manufactured homes should be delivered to the Community without written approval from Landlord.

All manufactured homes must be built to the minimum requirements of the HUD Manufactured Home Construction and Safety Standards currently in effect.

The exterior of all manufactured homes, additions to the manufactured homes, utility buildings, steps, porches, skirting must be in good repair and must be maintained at all times. All additions must be properly sided, no exposed sheathing,

missing sections of siding or exterior walls.

All exterior doors, windows, and siding must always be in good repair, metal roofs must be seal coated to cover rust and shingled roofs must be in good repair. Proper window treatments, such as mini blinds or curtains, must be used (no sheets, towels, blankets etc.)

Window air conditioners must be braced to the manufactured home with metal angle braces or chain braces. No bracing to the ground or cement work will be allowed.

The Tenant must provide proof of liability insurance protecting the Community, other Community residents and Landlord from damage or injury caused by Tenant, other occupants of the home and invitees prior to occupancy. The Tenant shall provide Landlord with proof of the continuation of said insurance thereafter upon request.

Above ground utility services and those utilities located entirely within the home, shall be properly connected, insulated, and protected by the Tenant prior to occupying the home. No home shall be occupied unless a Certificate of Occupancy has been obtained from the town.

All exposed water lines from the water main must have heat tape. Heat tape should be a HUD-approved, stainless steel protected cable lead into a fused plug kit. The fused plug should be plugged into either a GFCI receptacle or into a regular receptacle that is controlled by a GFCI breaker in your panel box. Once the heat tape is applied, the pipes should be wrapped in pipe insulation and wrapped to contain the heat around the water lines. Heat tape should never be plugged into an extension cord. Heat tape must be on and installed by October 15th of each year.

Any addition, including but not limited to, decks, ramps, porches, car port, garage, etc., must be Landlord approved prior to construction and built according to local building codes. The tenant is responsible for applying for any necessary permits and construction.

#### 1.4 SET-UP STANDARDS:

A manufactured home must be installed and transported as required by law and as set forth in the INSTALLATION AND TRANSPORTATION OF HOMES addendum of the Lease.

The following set-up procedure must be completed prior to occupying any manufactured home:

Wheels and tires must be removed; however, axles, hubs and springs must be always left on the manufactured home.

All manufactured homes shall be lowered to a suitable level prescribed by local codes and tied down with a device that meets local and state requirements. Hitches must be removed and area skirted in the same type of skirting material as is on the manufactured home.

All manufactured homes must be skirted with community-approved skirting. Such material must be vertical aluminum or vinyl. All manufactured homes must be skirted within thirty (30) days after occupancy of the manufactured home.

Each home should have a maximum of one utility building. Utility buildings must be a maximum of Eighty (80) square feet or 8ft x 10ft and at least 10ft. from the home. All utility buildings must be anchored to the base and always kept in good repair in a neat and orderly condition. Additional cement required to enlarge any utility buildings pad is the direct responsibility of the Tenant but must have Landlord's approval and must comply with both local and state codes. Metal sheds are not allowed.

Porches, steps and decks must be always kept in good condition. All steps must have a handrail on at least one side and/or be in compliance with all applicable regulatory requirements. Steps are required at all entrance/exits.

Fencing must be approved by Landlord prior to installing, including location, material, and length. Fencing must meet all local building code requirements. Fencing must not exceed 4ft tall, remain in good repair including regular trimming. Pallets and 8ft privacy fences are strictly prohibited.

House numbers that comply with local emergency/911 requirements shall be clearly posted on each home.

#### 1.5 PARKING AND VEHICLES: (TOWING OF VEHICLES WILL BE AT VEHICLE OWNER'S EXPENSE)

Parking is provided for two vehicles at each Homesite.

Parking is not permitted on lawns or roads anywhere inside the Community. Vehicles found violating these rules will be towed away at owner's expense.

Trucks which are greater than ¾ ton designation will not be permitted to be parked onsite or in any other designated parking area within the Community

All motor vehicles must have current license plates and must be in running condition. No vehicles can be used for storage. Vehicles found to be in violation will be towed away at owners' expense.

Boats, trailers, RVs, campers, unmounted truck campers, off road 2, 3, and 4 wheelers, and snow mobiles must be kept or stored outside of the Community unless used for loading or unloading within the same day.

No vehicles are to be worked on at the Homesite or elsewhere in the Community. Flat tires must be fixed within 24 hours.

Posted speed limit, stop signs and other traffic control devices shall be observed by all motor vehicles and drivers thereof when traveling in the community. Failure to obey traffic safety signs and control devices shall constitute a material breach of the rules and regulations and grounds for protection from the community.

Repairs to motor vehicles shall not be performed or carried out in the community. Payment for damage to any paved parking areas in the community including, without limitation, any damage caused by oil, gas or any other fluid which leaks or is otherwise discharged from a motor vehicle, shall be the responsibility of the tenant.

**Tires must be removed from the Community and cannot be stored anywhere on the property.**

#### 1.6 SAFETY AND CONDUCT:

Tenants hereby acknowledge that the Community and Landlord are not responsible for any loss sustained by Tenants due to damage or injury resulting from fire, theft, accident or any other cause whatsoever caused by Tenants, or their guests or others. Tenants agree to indemnify and hold Landlord harmless from any suits, actions, claims or judgments arising out of the negligence or conduct of Tenants, their family, guests, licensees or invitees. Tenants are responsible for the actions of all Occupants and guests of the home. Landlord agrees to indemnify and hold Tenants harmless from any suits, actions, claims or judgments arising out of the negligence or other conduct of Landlord, or its employees, licensees or invitees. Homeowners and renters must always maintain insurance on their property and belongings.

All noises of any kind and/or nature shall be always maintained at acceptable levels as determined by Landlord. There shall be no loud music including bass and amplifiers in vehicles or otherwise. The determination of whether the noises are not at acceptable levels shall be at the sole reasonable discretion of the Landlord and not based upon any local governmental ordinance. Community hours Mon-Fri 10pm-7am, Sat & Sun 11pm-7am.

Tenants are responsible for the actions of all occupants and guests.

Peddling, soliciting, canvassing, distributing literature by any group or any other form of commercial enterprise without the permission of the Landlord is prohibited.

All traffic regulations will be observed and obeyed throughout the Community. A 15-mph speed limit will be enforced. Tenants shall be held responsible for guest's actions.

Operations of minibikes, motor scooters, dirt bikes, ATV's, go-carts, or snow mobiles are not permitted in the Community unless otherwise approved by Landlord. Licensed motorcycles may be ridden to and from the Tenant's Homesite. Motorcycles must have quiet mufflers. No joy riding of any kind will be allowed in the Community.

Tenants shall be responsible for keeping the Homesite free of fire hazards.

Vehicle parking is prohibited within 10 feet of any fire hydrant located within the Community. Keep vehicles off grass.

No firearms, Bow and Arrow, B-B guns, Pellet guns, airsoft guns, fireworks including sparklers style ground fireworks, or projectile-shooting toy shall be discharged or used in the Community.

Small swimming pools no larger than 5-foot diameter and 4 foot by 4 foot sand boxes are allowed. Swimming pools must be emptied, deflated, and stored when not in use. Otherwise, no permanent swimming pools are permitted. Small swing sets must be kept in good maintenance. Trampolines are strictly prohibited.

No feeding wild/stray animals. No outdoor pets, or outdoor pet homes of any kind are permitted.

Central trash containers are for Community and its Tenant use only. Any trash stored at the Homesite must be put into a sealed container. All trash containers are to have a lid which can be securely sealed, always. If any Tenant or Occupant is found throwing trash on the ground, they will be responsible for its clean up.

Residents shall keep grass on premises mowed, free of weeds and sufficiently seeded. Residents shall trim and remove grass and weeds from around gardens, walks, patios, trees and shrubbery, located on premises. Leaves should be bagged and brought to the curb in clear plastic or brown paper bags.

Ice, snow and other debris shall be promptly removed by residents from driveways, sidewalks, decks, patios, porches, awnings, and other additional additions.

Open fires are expressly prohibited within the community. Fire pits, gas or otherwise are prohibited. Gas, pellet or charcoal grills and smokers are permitted. No wood burning.

The excessive display of lawn ornaments is expressly prohibited, holiday decorations must be removed in a timely manner. All lawn decorations must be kept neat and in good condition.

Any cannabis plants must be kept in regulations with all NY State Law. Plants must be kept out of street view, always.

Tents and canopies cannot be left in the yard as permanent structure. All tents and canopies must be closed and stored properly when not in use.

Retractable clothesline or umbrella clothes lines may be used as long as they are not visible from the road, and retractable clothes lines are always retracted, when not in use.

The home and premises may be used for residential purposes only. No commercial use of the home is permitted.

#### 1.7 RESALE:

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Manufactured homes may be transferred or subleased only in accordance with the terms provided for in Tenant's Lease. "For Sale" signs may be displayed on home site, all sale signs must be well kept and stable in weather conditions.

Any home listed for sale by owner must be inspected and approved for resale by Landlord prior to any sale. The home must be kept up to community standards including but not limited to, skirting, sheds, steps, porches, add-ons, decks, and all windows, doors and siding must be in good repair as outlined in Section 1.3. Landlord reserves the right to instruct the home being sold brought up to proper standard prior to closing. Should the Landlord deem the home not up to current community standard, the home sale must include removal of the home from the site and community.

Landlord reserves first right of refusal on any mobile home sale in the community. Any home being sold and removed from the community must be approved by Landlord prior to sale. If you wish to list or sell your home provide landlord with the following information on the manufactured home. Year, Make, Model, Condition of home, realtor name and phone number or contact information on for sale by owner.

All manufactured homes must be moved off the manufactured home site at the time of sale or termination of the Tenant's Lease unless the new purchaser or owner has been approved for a lease by Landlord. Any delinquent rents or other delinquent fees or charges must be paid current prior to removal or transfer of interest of any manufactured home from the Community, unless otherwise approved by Landlord.

Any new manufactured homes intended to remain in the Community are subject to inspection by Landlord and must meet the Community specifications or be brought in conformance within 30 days of purchase or removed from the Community by the Tenant.

Repairs required bringing the manufactured home and any of its attachments into conformance will be at the Tenant's expense.

All manufactured homes must meet the standards as otherwise set forth herein.

#### 1.8 RULES VIOLATION:

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The Premises shall be occupied only by the above-mentioned Tenants. Occupancy by guests for more than ten days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.

A violation of these Rules and Regulations may result in eviction, in accordance with law. I/We hereby acknowledge that I/We have read, understand, agree to, and will comply with all the Rules and Regulations of the Community as stated herein. Any breach of the same by self, members of my household or guests shall be construed to be a failure to perform on express conditions of the terms of my tenancy.

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Date Signed