

Rules and Regulations
Tuscarora Village MHP, LLC

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PRIVACY POLICY

What this Privacy Policy Covers

This Privacy covers Tuscarora Village MHP, LLC

Treatment of nonpublic personally identifiable information that we collect when you the “customer” or “consumer,” apply to rent a lot from us. This policy also covers our treatment of any nonpublic personally identifiable information that our business partners share with us.

This Policy does not apply to the practices of non-affiliates of Tuscarora Village MHP, LLC

Information Collection and Use

We collect nonpublic personal information about you from the following sources:

Information we receive from you on applications or other forms; Information about your transactions with us, our affiliates, or others; and Information we receive from a consumer reporting agency.

Information Sharing and Disclosing

We do not disclose any nonpublic personal information about our customers or former customers to anyone except as permitted by law.

Confidentiality and Security

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Welcome to Tuscarora Village MHP, LLC.

It is our sincere wish that you will consider our Community your home for a long time and that you will relax and enjoy an atmosphere of cleanliness, peace and quiet. It is our goal to provide a quality living environment for all residents that protect the health, safety, and well-being of you and your neighbors. The management pledges its effort to that end.

These Community Guidelines have been written for your convenience and benefit. They have been designed to allow you to enjoy a quality lifestyle in your Community. Their purpose is to provide the necessary guidelines and direction which are so important in any community where consistently enforced guidelines always result in a better quality of life and higher resale value should you decide to sell your home.

Understanding these rules and their effect on all of us is a major prerequisite for living in our community. Please read them carefully and ask your resident manager any specific questions about their meaning. There is a reason for each of these guidelines and we would be happy to clarify any of these for you.

These rules were drafted in accordance with the New York State Real Property Law Section 233. It is management's intent to comply with the Manufactured Home Owner's Bill of Rights, as well as Federal and State laws regarding discrimination.

Your cooperation and observance of these rules is greatly appreciated.

Thank you,

Tuscarora Village MHP, LLC

Your Community Manager is:

Linda Lehr

Community Rules

These Rules govern the Homeowners/Residents' occupancy and use of the home site and common areas in the community. They are intended to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of both residents and the Community Owner/Operator; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

These Rules are effective December 1, 2020

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

Tuscarora Village MHP, LLC
1080 Pittsford Victor Rd. Ste. 202
Pittsford, NY 14534
Phone: 585-381-0570
Fax: 585-381-0313

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 Residency

Any person intending to establish residency in the community (the "applicant") must first fill out an application in its entirety with the Community Manager. **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.** Residency 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 Residency in question. The Community Owner/Operator shall have 10 days to consider each application. Approval of applications for residency shall not be reasonable withheld or delayed. As part of the application process, a copy of the Community Rules will be provided to each prospective applicant and reviewed with the Community Manager.

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

3. Delivery of Possession

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

4. Security Deposit

a) Resident has deposited with the Community Owner/Operator a security deposit. In compliance with the General Obligations law Section 7-103, Homeowner/Resident's security deposit will be held in a interest bearing account at CNB Bank located at 18 State Street, Pittsford, NY 14534. Pursuant to said Law, interest on said security deposit shall be paid at prevailing rates less one percent (1%) for administrative handling charges.

b) If Homeowner/Resident does not fully comply with the terms of this lease, Community Owner/Operator may use the security deposit together with the interest to pay any amounts owed by the Homeowner/Resident, including but not limited to, damages, sublet fees, attorneys' fees, and rent or additional rent.

c) Community Owner/Operator will mail the balance of the security deposit owing to the Homeowner/Resident at his or her last known mailing address within thirty (30) days of the lease expiration date. However, in the event that, for reasons beyond Community/Operator's control, the security deposit cannot be returned within said time period, Community Owner/Operator will endeavor to return said security deposit as soon as possible and Homeowner/Resident agrees that in no event shall Community Owner/Operator be liable for any damages to Homeowner/Resident of any nature as the result of said delay.

d) Security Deposits and interest shall be forfeited upon breach of provisions contained in these lease, rules or regulations.

e) Homeowner/Resident may not elect to use the security deposit as payment for the rent that Homeowner/Resident owes under the lease.

5. Registration

Upon approval of the application for residency in the community, all the 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 guest who remain less than thirty days in a 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 Resident must complete an Application for the Residency along with the Application Fee. Temporary Residency cannot take place until the Application for Residency is review and approved by Community Owner/Operator.

b) Periodically it is necessary for the community for the Community Owner/Operator to request updated residency information from current Resident(s)/Homeowner(s). This information includes, but not limited to, the following: Names, dates of birth, places of employment, or school attending for each occupant 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 listed or not, but are for our use in the event of emergency or utility shut down. It is Residents/Homeowners' responsibility to comply within thirty (30) days of such written request.

c) If current approved resident of the community relocates to another home within the community, the Homeowner/resident will need to complete a new Application for Residency, a fee will be applied.

Homeowners/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 not limited to, a Bill of Sale and or the New York State Title (for home built after 1994).

6) Residents/Homeowners' Rights and Responsibilities under 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 a rent discount or STAR check refund 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 the park rules and regulations and a written statement of all fees at the commencement of occupancy;
- e) **The right** to have the rules and regulations applied uniformly to all homeowners/residents;
- f) **The right** to be free from unreasonable, arbitrary, or capricious rules and regulations;
- g) **The right** to a thirty day written notice prior to all rules and regulations;
- h) **The right** to a ten day period in order to correct a violation of park rules and 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 homeowner/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 the park, 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 park equipment from the park owner;
- s) The right to be free from occupancy restrictions in park rules and 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 sales commission or fee to the park owner unless the park owner acted pursuant to a written agreement and
- v) **The right** to a livable, sanitary and safe park under Warranty of Habitability.

7. Rent, Additional Rent and Miscellaneous Fees

- a) The due date for the payment of rent is on the 1st day of the month, and if not received by the first day, will be recorded as received after the due date and delinquent.
- b) If the MONTHLY RENT AND ADDITIONAL RENT are not received at our Corporate Office on or before the tenth of the month, Resident agrees to pay, as additional rent, a late charge equal to 3% of the monthly rent which is outstanding and due. If the tenth falls on a weekend, the MONTHLY RENT must be received at our Corporate Office **before** the weekend.
- c) All rent, fees, and security deposits shall be made by check or money order only. Rent shall be paid by mailing a check or money order to the Corporate Office address. No rent payments will be accepted at the Manufactured Home Community Office.
- d) Notwithstanding the foregoing, in the event that Homeowner/resident is in default under the terms of the lease or rules and regulations, all rent payments shall be made by certified check or money order and personal checks will no longer be accepted.
- e) A \$20.00 fee will be charged for any checks returned for insufficient funds. Community Owner/Operator will not redeposit checks and Homeowner/resident must therefore submit a replacement check in the form of certified

check or money order within 5 days from the date of notice of the returned check from the Community Owner/Operator. In the event two (2) "returned check" service fees are assessed to your account, all future payment of any nature must be made by certified check or money order.

f) Failure to pay rent as provided by law may provide grounds for evicting you from your community.

g) Homeowner/Resident agrees to pay Community Owner/ Operator all attorney fees, court fees, and collection cost including but not limited to cost incurred for removal of the mobile home, in connection with any action or proceeding undertaken by the Community Owner/Operator to recover a delinquency in payment and/or recover possession of the LOT. Homeowner/Resident agrees that the attorney fees, court cost, collection costs and removal cost become ADDITIONAL RENT pursuant to the terms of the this LEASE. If the Homeowner/Resident is successful in defending themselves in legal action brought by the Community Owner/Operator, the Community Owner/Operator shall reimburse the Homeowner/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 as "Additional Rent" and may include:

i. Application Fee: There is a non-refundable \$18.00 processing fee per applicant, as well as an additional \$18.00 processing fee to screen a guarantor.

ii. Pet Fine: There shall be a \$30.00 per month pet fine for any unregistered pet in the Homeowner/Resident's home as long as the pet in violation continues to reside in the home.

iii. In-House Service Charge: If the Community Owner/operator performs any service or work, as allowed under these rules and regulations, there will be a service charge of \$65.00 per hour with a one hour minimum charge.

iv. Contract Service Charge: If the Community Owner/operator hires a subcontractor to perform work, as allowed under these rules and regulations, the cost of such service will be determined by the subcontractor.

i) Any expense incurred by the Community Owner/operator because of negligence, or non-compliance of the Rules and Regulations by the Homeowner/Resident, their family, pets, guests or agents will be the responsibility of the Homeowner/Resident.

j) Homeowner/Resident who remains in the community for any part of the month will be charged a full month's rent.

k) No offsets against lot site rental payment are allowed. In the event of a dispute arising between Community owner/Operator and Homeowner/Resident, or between Homeowner/Resident and any mobile home Homeowner/Resident or Homeowner/Resident organization of which Homeowner/Resident is a member, Homeowner/Resident shall continue to pay rent according to the rental agreement, and shall not place any rental monies nor cause or permit same to be placed, in any escrow account, and shall not withhold said monies, nor cause or permit the same to be withheld, in any manner whatsoever, unless otherwise provided for the law.

l) Fines for Failure to Follow Community Rules: Claimed ignorance of any of these rules and regulations will not constitute reasonable cause for noncompliance. Noncompliance with any of these rules and regulations may result in eviction and/or fines, as follows:

i) First violation- A warning will be issued stating the nature of the violation and providing an appropriate time period to cure the violation.

ii) Second Violation- \$25.00 fine and a warning notice will be issued.

iii) Third Violation- \$50.00 fine, final warning notice and/or beginning the eviction process.

iv) Fourth Violation- \$100.00 fine and a 30 day Notice of Intent to evict.

Depending on the circumstances, these fines will not prevent the Community owner/operator from moving Forward with immediate legal eviction actions. Any fines imposed shall be considered additional rent.

8. 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 structure or areas, such as patio area, deck, porch, shed, or garage. See 17: "Aesthetic Standards for Exterior of the Home Site" for standards.

9. Occupancy

In every home, there shall be no more than two occupants per bedroom, unless 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 site and those areas restricted from residents' use. All planting, lighting, lamp post, structures, amenities signage, flag pole and similar items in the common areas are provided and maintained by the Community Owner for the quiet enjoyment of all Homeowners/Residents and for the general enhancement of the community. 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 Homeowner/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 Homeowner/ Residents and their family members and guests.

Vacant lots are not common area and are restricted from use by Homeowner/Residents and their families, guest and agents without the written permission from the Community Owner/Operator.

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 connections 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 line, to and across any lot and to have access thereto for the installation, maintenance and repair thereof.

b) Homeowners/Resident's Responsibility: Homeowners/Residents are responsible for paying the maintenance and repair of the following:

i) **Water and sewer utilities:** from ground level point of connection to the above ground utility connection of the manufactured home.

ii) Electrical utilities: from the point of connection at the electrical pedestal to the manufactured home fuse panel.

iii) Natural Gas: The whole of all natural gas system associated with the Homeowner/Resident's home. This includes from the manufactured home to the utility meter. The Community Owner/Operator assumes no responsibility for any of the connections between the Homeowner/Resident's manufactured home and the natural gas meter.

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

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

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

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

c) Cable TV and Telephone Service: Each Homeowner/Resident shall pay for all cable TV, telephone, and internet service actually provided to the manufactured home.

d) Metered Utilities: Each Homeowner/Resident who 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 (including penalties assessed by the landlord) become ADDITIONAL RENT pursuant to the terms of this lease.

Management reserves the right to install water meters at each household (if applicable).

e) Change in Gas and Electric Service: Any Homeowner/Resident wishing to make changes, increase, or alteration 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 cost incurred to correct any utility service tampering. (See Section 7 (h) (iv)).

g) Disposal of Wastes: The community's utilities 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 or substance 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 substances 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 solvent. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.

h) Plugged Sewer Lines: Any plugged sewer line attributable to Homeowner/Resident's misuse or negligence, will be repaired at the responsibly Homeowner/Resident's expense.

i) Frozen Water and Sewer Lines: Homeowner/Residents are responsible for frozen water and sewer lines and repair must be made at resident's expense. Homeowners/Residents are required to use heat tape on all exposed water lines, including pipes, hoses and supply valves, between November 1st and March 31st to insure against

freeze ups. Homeowners/Residents should insure that sewer lines are properly insulated and the heat tapes and thermalines are plugged in and operational.

j) The Community Owner/Operator is not responsible for any damages to the Homeowner/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

Homeowners/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 reasonably 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, Citizens 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 Community Owner/Operator is responsible for the maintenance of the community roadways and common areas within the community.

14. Snow Removal

The Community Owner/Operator is responsible for clearing snow and salting, when necessary, from the community roadways and other common areas. Snow plowing and/or salting of the streets are done on an "as needed" basis at the discretion of the Community Owner/Operator with no set time or set amounts due to various temperature and condition changes over any 24 hour period. The Community Owner/Operator will plow the streets first to allow for vehicle traffic including emergency vehicles. Plowing to road edges will take place when the snow stops falling as conditions allow.

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

Homeowners/Residents are responsible for clearing snow and removing ice on their home sites. When removing snow from driveways, Homeowner/Resident must put the snow in their own yards and not in the community roadways.

15. Water Use (for non-metered Homeowners/Residents homes)

- a) Homeowners/Residents are encouraged to be aware of water conservation at all times. Homeowners/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) Homeowners/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 non-discriminatory manner.

c) Water of lawns is permitted by means of hand-held watering devices and sprinklers in accordance with the schedules that reflect community and local ordinances and water bans and is changeable from time to time. Such schedules shall be posted in common areas. Watering lawns is only prohibited half hour before 11am and half hour after 6pm.

16. Garbage and Rubbish Collection and Disposal

a) Homeowners/Residents are responsible for placing their garbage as described on the schedule, which shall be posted in common areas.

b) All Homeowners/Residents shall store garbage and recyclables inside the home, behind the home or shed until the morning of (no earlier than 6:00 AM) the day designated for trash removal, and shall pack such garbage or trash in sealed bags in rigid containers that are leak proof and have a securely fastened lid. Recyclables shall be placed in containers designated by the trash collection company.

c) Homeowners/Residents shall permanently mark their trash container(s) with the lot address.

d) Homeowners/Residents shall bring emptied containers back to their storage by the end of trash day. Any containers left lying around the day after trash day, will be picked up by the Community Owner/Operator and temporarily held for three days before disposal.

e) Homeowners/Residents shall properly dispose of toxic waste, 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.

f) It is the Homeowners/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.

g) Homeowners/Residents shall comply with all recycling rules imposed by the municipality or trash collection company.

h) Leaves and small yard waste must be bagged in biodegradable yard waste bags for disposal. Dead brush and branches under 1" in diameter must be cut into sizes no larger than six (6) feet in length and placed in a rigid container for disposal. Tree trunks and branches over 1" must be disposed of by the Homeowner/Resident. Disposal instructions will be designated by the community owner/operator as posted at the community notice board.

i) Homeowners/Residents may not dump trash on common areas, across property lines or onto adjacent home sites.

j) Dumpsters are allowed only with prior approval by the Community Owner/Operator. Dumpsters must be placed on a non-yard surface of the Homeowners/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 and Structures:** All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awning, shed, fences, and/or other outside structures shall be maintained by the Homeowner/Resident in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, fading or flaking paint or stain; free of mold, mildew and stains; free of broken windows, in compliance

with all the applicable governmental requirements.

Colors: Color choices of paint, stain or siding of any home, lawn building or appurtenance must be approved in writing by the Community owner/Operator prior to use to insure exterior aesthetic standards.

Painting: Spray painting of homes or appurtenances is prohibited in the community.

- b) **Maintenance of Site:** All residents shall keep their site neat, clean and free from yard waste, dead brush, garbage and other refuse. Grass clippings should not be blown in the street.

Lawns must be well kept, cut, trimmed and free of weeds and yard debris. Lawn exceeding five (5) inches in height; shrubs with new growth exceeding four (4) inches and untrimmed or unkempt yards will be remedied by the Community Owner/Operator after 48 hour notification to the Homeowner/Resident. Service charge will be based on conditions of the work needed and in accordance with Service Charge Indicated in (See Section 7(h) (iii)).

The majority of the lots yard is to be maintained with yard grass. "Desert" type landscaping, or other non-grass covering of the entire, or significant portion of the lot site is not allowed.

- 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 Homeowner/Resident in writing that: specific work is required to bring the home or site into compliance with such rule, and the 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 Homeowner/Resident.

If the Homeowner/Resident does not do the work within ten days of receipt of such notice, the Community Owner/Operator may perform the work and charge the Homeowner/Resident the amount specified in the notice (See Section 7 (h) (iii)).

- d) **Structural Modifications to 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, skirting, awnings, sheds, fences or other outside structures. Such external structural modifications may be made only with 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 who approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin work until he or she has submitted to the 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 the homes against homes built before June 15, 1976, if it would not be practical or possible for such home to conform with such a rule because the home does not comply with federal standards for construction of manufactured housing that were made effective on that date.

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

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

Any home damaged beyond repair (i.e., fire, tornado, hurricane, etc.) must be removed within thirty

(30) days based on a complete investigation and weather permitting. The Homeowner/Resident or their Agent at the expense of the Homeowner/Resident shall remove all debris.

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

i. Skirting: All homes must be skirted in a commercially manufactured product intended to be used as manufacturing 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 and be installed straight and even with the home, have no gaps more than 3/8 inch and include a frost expansion joint.

Hay bales are not allowed around the home.

ii. Hitches: Hitches must be properly removed from homes.

iii. Lawn ornamentation shall conform to the majority of the home sites of the community.

iv. 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 Aesthetic standards of the community and conformance with the rules and regulations.

v. 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.

vi. Sheds: Metal or Resin Sheds are not allowed. All new sheds must be wood or vinyl siding and of color complementary to the home. There shall only be 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 Homeowner/Resident's lot.

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

vii. Garages are permitted only with the Community Owner/Operators written approval for location, construction and aesthetic quality. Existing and garages will be allowed provided that the Homeowner/Resident receives a written rule variance approval from the Community Owner/Operator and meets all applicable zoning and code requirements. Existing garages must be in good condition and well maintained.

viii. 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.

ix. House Numbers are required on every home. Per New York State code, numbers (not letters spelling the number) are to be four inches in height and visible from the roadside of the home so as to be easily identifiable by emergency services.

x. Clotheslines are not allowed in the community, Umbrella type, removable clotheslines will be permitted at a location approved in writing by the Community Owner/Operator. Clotheslines must be dismantled and removed when not in use and clothes will not be allowed to hang on the line overnight or for a time period longer than required for drying.

xi. Window Air Conditioners and/or Heating Units are allowed only with the approval from the Community

Owner/Operator. Support Brackets for these units, must be commercially available and designed to attach to the home. Posts, rods, two-by-fours and other ground support are not allowed.

- xii. Driveways, Parking Spots, Walkways and Patios on each lot site are the responsibility of the Homeowner/Resident and shall be kept well maintained and repaired.
- xiv. 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 may be used to enclosed patios or porches during winter months ONLY and must be installed in a manner than is approved by the Community Owner/Operator and meeting the Exterior Aesthetic Standards for the Community. Must be removed in the Spring.
- xv. Mailboxes and Newspaper Boxes: Homeowner/Residents are required to use the type of mailbox specified or provided by the Community Owner/Operator. Location of the mailbox should be specified and approved by the Community Owner/Operator.
- xvi. Swimming Pools: Wading pools which do not exceed 12" (twelve inches) in depth will be allowed, provided they are emptied and put away after each use. Management accepts no liability or responsibility for any injuries sustained from the private use of wading pools on park premises. Management reserves the right to immediately remove any pool creating a hazard. Children are not to be left unattended in wading pools.
- xvii. Hot Tubs and Whirlpools: Hot tubs and whirlpools are not allowed.
- xix. Basketball Hoops: Basketball hoops, nets or post must be of temporary nature and may not be permanently attached to any structure or post. Portable basketball hoops must have the bases weighted by filling with sand or water. No other items such as tires, stones, concrete blocks or similar items are allowed to weight the bases.
- xx. Swing Sets: Small children's swing sets are allowed with written approval of the Community Owner/ Operator. Swing sets must be kept a minimum of ten (10) feet away from neighboring homes and placed In back of home. Swing sets must be properly maintained.
- xxi. Trampolines are prohibited and may not be placed anywhere in the community.
- xxii. Skateboards/Bicycle Ramps are prohibited and may not be placed anywhere in the community.
- xxiii. Toys, Bicycles and other Play items shall be properly stored away when not in use.
- xxiv. Large yard items such as children's playhouses, slides, sandboxes, hammocks, lounge swings and similar items must be placed towards the back of the home in a neat and orderly manner.
- xxv. Fuel and Propane Tanks: No home 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.
- xxvi. Homeowners/Residents shall be permitted to maintain fuel tanks to service their manufactured homes. These tanks may include oil tanks (not to exceed 275-gallon 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 white or silver, and maintained and installed in accordance with any applicable federal, state, or local regulations governing these items. Homeowners/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 Homeowner/Residents fuel source.
- The Homeowner/Resident shall identify and hold harmless the Community Owner/Operator from and against any and all expenses, liabilities, or cost of any nature, including attorney's fees, arising out of, caused by, or related in any way to the homeowner/Resident's installation, ownership, operation, maintenance, or closure of storage tanks.
- A violation of this paragraph shall constitute a material breach of the lease. In addition to any other remedies available, upon the Homeowner/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 the Homeowner/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 Homeowner/Resident's expense; and/or (3) terminate the Homeowner/Resident's residency.

xxvii. Holiday Decoration: Holiday Decorations may be put up no earlier than thirty (30) days prior to the holiday and must be removed within fifteen (15) days after the holiday (weather permitting).

xxviii. Tents: Are not allowed without the Community Owner/Operator's approval. Soft-top car canopies are strictly prohibited.

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

Existing fences must be well maintained and in good repair. A rule variance will only be allowed for an existing fence, and does not allow the Homeowner/Resident the right to repair, replace or rebuild the original fence. Rule variances are for a period of one year, must be annually renewed and are non-transferable. 3 feet vinyl fences are the only prohibited fences allowed in the community.

18. Interior Appearance and Improvements

Homeowner/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.

Homeowner/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 Homeowner/Resident (including landscaping), as long as the Homeowner/Resident repairs any damage to the home site caused by the removal of such improvements.

- b) **Landscaping by Homeowners/Residents:** Most utilities are located underground and therefore Homeowner/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.

Homeowners/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 Homeowner/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 other Homeowner/Residents, encroaching trees or unsafe trees upon proper notice from the Community Owner/Operator must be removed at the Homeowner/Resident's expense. Tree limbs that hang in the street and obstruct the view vehicles, will be trimmed down by Tuscarora Village.

Landscaping by Homeowners/Residents shall not interfere with utilities, the utility provider's ability to service such utilities, your neighbor's lot, the drainage of the Homeowner/Resident's lot and surrounding neighbor's 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 Homeowner/Resident landscaping will be the responsibility of the Homeowner/Resident.

Vegetable or flower gardens are allowed with permission from the Community Owner/Operator. Gardens shall be placed in the back of the home on the Homeowner/Resident's lot, are not to exceed 10' x10' and be well maintained.

20. Digging

Before a Homeowner/Resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with state "Dig-Safe" law. **The current number for Dig-Safe of New York is 1-800-962-7962 but is subject to change. You can also call 811 for Dig Safe.** The Homeowner/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 Homeowner/Residents from doing routine gardening and maintenance of lawns and shrubbery.

21. Goods and Services

The Homeowner/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 Homeowners/Residents, the Community Owner/Operator, or the community as a whole, the Homeowner/Resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the Homeowner/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.

22. Soliciting

Except for such suppliers engaged or about to be engaged by Homeowners/Residents and/or the Community Owner/Operator, other commercial vendors are prohibited from soliciting and peddling within the community.

23. Storage

Homeowners/Residents shall not use patios, decks, porches, or lawn areas for storage of items such as bottles, paint cans, trunks, boxes, , snow plows, snow plow attachments, 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 Homeowner/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.

24. Fire Safety

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, Homeowners/Residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks - such as wood 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. Shooting off Fireworks is strictly prohibited. Sparklers are strictly prohibited unless under the guidance of an adult.

This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the Homeowner/Resident’s home site. Homeowners/Residents shall carefully attend to any fire or hot coals in their outdoor grills and obey all local ordinances regarding open fires.

Any other fire burning structures outside the home are expressly prohibited. Gas or Electric fire pits are allowed under the supervision of an adult.

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 detector.

25. Owner/Operator's Right of Entry

The Community Owner/Operator may enter onto a Homeowner/Resident's site in case of emergency that threatens the health, safety, welfare or property of the Homeowner/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.

The Community Owner/Operator shall not enter a manufactured home unless the Homeowner/Resident has provided prior consent in writing on a separate document addressing only the issue of consent.

26. Homeowner/Residents' Conduct

- A) Compliance with Applicable Laws and Community Rules:** All Homeowner/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. Homeowners/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 violate community rules, federal, state or local laws or ordinances.

Any Homeowner/Resident who fears that he or she may be held liable for the actions of persons who are not on the premises by the Homeowner/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 Homeowner/Resident. In the event that the Community Owner/Operator should prosecute such individuals for trespass, the Homeowner/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 Homeowner/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:** Homeowners/Residents and their guests shall not interfere with the other Homeowners/Residents' privacy, use, and quiet enjoyment of their homes or home sites at any time.
- C) Convictions:** Any Homeowner/Resident or member of Homeowner/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 Homeowner/Residents or which could result in substantial physical damage to the property of other Homeowner/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 eviction procedures.
- D) Neighborly Conduct:** Homeowner/Residents shall conduct themselves in a civil and neighborly manner at all times while in the community.

Persons under the influence of alcohol or any other substance shall not be permitted in any area of the community that is generally open to the Homeowners/Residents and their guests. Consumption of an alcoholic beverage and/or possession of an open container (can, bottle or glass) containing an alcoholic beverage is not permitted while on the streets of the community, in the common areas of the community, or on any other lot other than your own unless invited.

Quarrelling, 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:** Homeowner/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' right to quiet enjoyment of their homes and home sites. 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) Curfew:** All children under sixteen (16) years of age must be off the Community streets and at home or with an adult at dusk.
- G) Interference with TV and Radio Reception:** The community does not permit any short wave or CB equipment or similar device that interferes with other resident's privacy or their ability to receive television, radio, or other transmissions.
- H) 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.

Homeowner/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.

- I) 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 Homeowner/Resident (and/or their family members, guest 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. Homeowners/Residents must pay for all expenses incurred to remedy damages in full within thirty (30) days of an 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.

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

27. 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. 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 Homeowner/Resident's household.
- b) Under no circumstances may the total number of children in any household including clients and the children and/or stepchildren of the Homeowner/Resident exceed six (6).
- c) Homeowner/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.

Only the Community Owner/Operator approved signs will be allowed during the operating hours of a yard sale, estate sale or open house.

28. 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. **There is a 2 dog maximum per home.** 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.

b) All pets must be properly immunized and licensed.

c) All Homeowner/Residents must register their pets with the Community Owner/Operator. Registration includes completion of the Pet Agreement, copies of immunization records and licenses, and a photo of the pet. Pets not properly registered shall be subject to the pet fine of \$30.00 per month. If not registered within 90 days of Pet Fine being placed on the account, the pet will be removed from the property. Homeowner/Resident will be responsible for any charges incurred in the removal and/or impoundment of pet.

d) Pets shall not be allowed outside the home unless they are on a leash with the Homeowner/Resident. Invisible fences, pet runs, and tethers are not allowed. No pet is allowed to run free in the community.

e) 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 Homeowner/Resident may keep a pet whose conduct has endangered the health, safety, welfare or property of other residents or their guests.

f) 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.

g) Pets are not allowed in the office, pool area or community center.

h) 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. Homeowner/Resident will be responsible for any charges incurred in the removal and/or impoundment of the pet.

i) The following dogs are prohibited: Rottweilers and Pit Bulls. These dogs shall not be brought into the community.

29. 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 impede the right of way for emergency vehicles nor infringe on another resident's parking area.

The Homeowner/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 Homeowner/Resident provides for, and maintains, a proper additional parking space for the third vehicle. Rule variances are for a period of one year, must be annually renewed and are non-transferable.

b) Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles in designated guest parking areas, as long as they do not interfere with the safe passage of emergency vehicles and other residents' rights to use and quiet enjoyment of their homes and home sites. Guest parking is provided for temporary use of guests and visitors and is not to be used as a regular parking area for any Homeowner/Resident.

c) Vehicles that are unsightly, in obvious disrepair, or in violation of local ordinances shall not be permitted in the community.

- d) Violations and Towing: Any vehicle parked in violation of any enforceable rule, shall, after 24 -hour notice to the Homeowner/Resident, be towed at the expense of the Homeowner/Resident. Once a final Notice has been provided to the Homeowner/Resident the Community/Operator reserves the right to tow a vehicle without 24hour notice being provided.

30. 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 10MPH speed limit those caught speeding will be fined.

- 1st Violation – Written Lease Violation
- 2nd Violation – Written Violation and \$20.00 fine
- 3rd Violation – Written Violation and \$40.00 fine

b) Interference with Residents’ Right to Use and Quiet Enjoyment: Homeowners/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. Exceptions will be made for electric wheelchairs but must be approved for use by obtaining a rule variance from the Community Owner/Operator. Electric wheelchairs must be operated in a responsible manner and in accordance with traffic rules.

d) Community roadways are to be used with the Health and Safety of our Homeowners, Residents in our community.

e) The Community Owner/Operator will not be responsible for any rough or uneven areas in the roadways, walkways and common areas. Use of the 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.

f) Resident/Homeowner shall abide by all posted traffic signs. Violation of this rule shall be deemed to materially affect the health, safety and well-being of Homeowner/Residents in the community.

31. Repair of Vehicles

- A) Repairs: Overhauling, spray painting, changing of oil, or any other repairs to vehicles are 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 Homeowner/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 Homeowner/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 Homeowner/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)(iv)).

32. Clubhouse and Recreational Facilities [where applicable]

Community Facilities may be provided as an additional privilege of residency and are not guaranteed as a right of rent payment.

- A) Health and Safety Regulations: Anyone using the clubhouse, pool, or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such clubhouse, or other common area. Where applicable, all rules for the use of the clubhouse and pool shall be conspicuously posted.
- B) Homeowner/Resident Meetings: Homeowners/Residents may hold meetings and parties at the clubhouse or other common area facility for a \$25.00 charge, subject to the availability of the facility.

33. Subleasing of Sites and Renting of Homes

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

If a Homeowner/Resident wishes to sublease his or her home, he or she must send a written request to the Community Owner/Operator by certified mail, return receipt requested. All proposed subResidents must submit applications for residency, described in Rule 2 above. All proposed subResidents will be approved as long as they provide the Community Owner/Operator with reasonable evidence that they have the financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement in Rule 5. A copy of the signed "sub-lease" or "rental agreement" must be submitted to the

Community Owner/Operator with all terms specified, along with the Residency Application. Even after the Community Owner/Operator approves a subleasing arrangement, the original Homeowner/Residents continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.

34. Assignment

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

35. Community Owners/Operator's Right to Purchase Unit ("Right of First Refusal")

1. HOMEOWNER/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 HOMEOWNER/RESIDENT or his or her agent must advise the realtor, broker, 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 sale agreements.

2. Under the Right of First Refusal COMMUNITY OWNER/OPERATOR reserves the right to buy any manufactured home being sold within the Community.
3. COMMUNITY OWNER/OPERATOR is not required to pay any commission to the Broker upon COMMUNITY OWNER/OPERATOR's purchase of the unit under this provision.
4. Prior to accepting any bona fide Offer to Purchase ("Offer") HOMEOWNER/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.
5. Upon receipt of the Offer the COMMUNITY OWNER/OPERATOR has fifteen (15) days in which to exercise its' right of first refusal and offer to buy the property based upon the terms of Offer.
6. 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.
7. 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 HOMEOWNER/RESIDENT or the owner is not required to submit to the COMMUNITY OWNER/OPERATOR any subsequent third party offer made within (1) year unless the selling price is materially different.
8. The COMMUNITY OWNER/OPERATOR'S right of first refusal shall not apply to transfers to purchasers who are members of the HOMEOWNER/RESIDENT'S family (including but not limited to step relatives and domestic partners).

36. 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, which are deemed to be approved if, after ten calendar days, the Community Owner/Operator has not rejected the application and given the reasons for that rejection, in compliance with Rule 2 above.

Prior to sale or transfer of any home, the home and lot must be in good repair and in compliance with these rules and regulations. **An inspection of the home and lot shall be performed by the Community Owner/Operator to inform the seller and buyer of what improvements, and/or corrections, must be done prior to the transfer of the home.** All outstanding balances due must be paid in full.

A copy of the bill of sale or executed New York State Title must be provided to the Community Owner/Operator as proof of new ownership.

37. For Sale Signs

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

38. Liens

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

39. Replacement of Manufactured Home

If a Homeowner/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.

40. 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 reasonably based on the interests of either protecting the health, safety, welfare, or property of other community Homeowners/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 these 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.

Homeowners/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 Residency for Purposes of Eviction:** There are several grounds that the Community Owner/Operator may move for an eviction proceeding:
 - I. **Failure to Surrender Premises:** A Homeowner/Resident will be subject to eviction if the Homeowner/Resident continues in possession of any portion of

the premises after the expiration of the lease term without the permission of the Community Owner/Operator

 - II. **Non-Payment of Rent:** A Homeowner/Resident will be subject to an eviction action if the Homeowner/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 Homeowner/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 Homeowner/Resident will be subject to eviction if the premises, or any part thereof, is used or occupied as a bawdy-house, or house or 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 Homeowner/Resident will be subject to eviction if the Homeowner/Resident violates any federal, state or local law or ordinance which may be deemed detrimental to the health, safety, or welfare of the other Homeowners/Residents residing in the community.
- V. **Disregard for the Enforcement of the Community Rules & Regulations:** If the Homeowner/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 ten days after the Community Owner/Operator has given written notice of such violation to the Homeowner/Resident setting forth the lease term or rule or regulation violated and directing that the Homeowner/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 Homeowner/Resident be deemed a persistent violator of the lease term or rules and regulations, the Community Owner/Operator may serve written notice upon the Homeowner/Resident directing that the Homeowner/Resident vacate the premises within thirty days of the receipt of said notice.
- VI. **Change in Use of the Property:** A Homeowner/Resident may be subject to an eviction proceeding if the Community Owner/Operator proposes a change in the use of the land comprising the community, or a portion thereof, on which the Homeowner/Resident's home is located, from its current use to some other use, and provided that the Homeowner/Resident is given written notice of the proposed change of use and the Homeowner/Resident's need to secure other accommodations. When the Community Owner/Operator gives notice of the proposed change of use to the Homeowner/Resident, the Community Owner/Operator shall, at the same time, give notice to all other Homeowners/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 the 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, return receipt requested.

41. Complaints

All complaints shall be addressed in writing to the community manager on the appropriate complaint forms available from the community management office. All complaints shall be in writing, signed and name printed. The regional manager, and the owner's agents review all complaints received by the community managers.

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

This complaint process does not restrict any Homeowner/Resident from making any complaints to any government agency or other outside group. **It is a violation under Real Property Law Section 233 for The Community Owner/Operator to take any action against any Homeowner/Resident or group of Homeowners/Residents for reporting violations or suspected violations of any applicable codes.**

Homeowners/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 Homeowner/Resident toward the end of promoting fair and uniform application of these Community rules. However, any Homeowner/Resident who has lodged more than two (2) unfounded complaints against any other Homeowner/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.

42. 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 Homeowner/Residents at least 30 days prior to their effective date, as per New York State Law.

43. Severability

If any provision of these rules is held to be invalid, either on its face or as applied to Homeowners/Residents, such a determination shall not affect the remaining rules.

Should any paragraph of these Rules and Regulations, or any portion of any paragraph be declared void or unenforceable, the remaining paragraph, or portions thereof, shall remain in force and be unaffected by such declaration.

In the event that any Court of competent jurisdiction finds any part of these Rules and Regulations to be unlawful, invalid, unconstitutional or unenforceable, only the provision 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.

44. Insurance

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

Homeowner/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, judgments, expenses, fees, actions, suits, costs arising from injury to Homeowner/Resident or their families, guests, agents or any other Homeowner/Resident and their family, guest or agent, occurring on the rental site or the community common areas.

45. 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 Homeowner/Resident or any of the Homeowner/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 Homeowner/Resident or any member of the Homeowner/Resident’s family or Homeowner/Resident’s guests or invitees. Homeowner/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 lien holders remove a Homeowner/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.

46. Moving into or Vacating the Community

- a) Resident/Homeowner 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, an amount equal to one month's rent will be held as the Security Deposit and shall be paid to the Community Owner. Expenses of repair, if any, will be deducted from the security deposit and the remaining balance will be returned to the Homeowner/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 that 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 adequately and properly blocked, leveled and skirted.

47. Abandonment

- a) Any items left on a lot after the Homeowner/Resident has vacated shall be deemed abandoned.
- b) With respect to any home or vehicle which is left abandoned by the Homeowner/Resident in the Community for a period of thirty (30) days or at the end of the 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 that 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 Homeowner/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 Homeowner/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) Homeowner/Resident in violation hereof shall be liable for all reasonable costs incurred to remove and store the home, (See Section 7, (h)(iv)).

48. Miscellaneous Rules

- a) This agreement contains the entire and complete understanding of the parties. There are no representations, warranties, or promise, covenants or undertakings other than those expressly set forth herein.
- b) The Community Owner/Operator retains the right on 30-days written notice to require Homeowner/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/Homeowner shall look only to the new Community Owner/Operator for performance of the community's obligations in this agreement.
- d) Homeowner/Resident shall notify Landlord of any attachments, or repossessions of the manufactured home, or filing of any involuntary or voluntary petition for bankruptcy.
- e) Homeowner/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 service.
 - 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:** Homeowner/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:** Homeowner/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:** Homeowner/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 Homeowner/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 **#38 For Sale Signs**, all signs are prohibited in the community.