

# Rules and Regulations

These rules govern the Homeowners'/Residents'/Tenants' (referred to herein as such or collectively as Homeowner/Resident(s)) occupancy and use of the home site and common areas in the community for the following: Saratoga Village Mobile Home Park, Saratoga West Mobile Home Park, Country Manor Mobile Home Park, Shady Acres Mobile Home Park, Whispering Pines Mobile Home Park, Saratoga Acres Mobile Home Park, Saratoga Villas Mobile Home Park, Stone Church Village Mobile Home Park, Loughberry Mobile Home Park and Latham Mobile Home Park. They are intended to promote the convenience, quiet enjoyment, safety, and welfare of the 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 May 1, 2019.

- 1. Owner/Operator:** Saratoga Village Mobile Home Park - Saratoga Village, LLC  
Saratoga West Mobile Home Park – Saratoga West Mobile Home Park Inc.  
Country Manor Mobile Home Park – TSK Communities, LLC  
Shady Acres Mobile Home Park – Saratoga Village, LLC  
Whispering Pines Mobile Home Park – TSK Communities, LLC  
Latham Mobile Home Park – Latham Mobile Home Park, Inc.  
Saratoga Villas Mobile Home Park – Saratoga 29, LLC  
Stone Church Village Mobile Home Park – Stone Church Village, LLC  
Saratoga Acres Mobile Home Park – Saratoga Acres LLC  
Loughberry Mobile Home Park – Loughberry Park LLC

The mailing address for the above-named Owners/Operators is 894 Rock City Road, Ballston Spa, NY 12020.

These rules use the term “Owner/Operator” and “Landlord” to refer to either the owner, the operator, and/or the manager of the community.

- 2. Application for Tenancy -** Any person intending to establish tenancy in this Park (the “applicant” or “Tenant”) must first fill out an application 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. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant’s household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question. As part of this 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 tenancy application and submitting such form to the Landlord, the applicant has signed receipt, acknowledgement, acceptance and understanding of the Rules and Regulations, and has agreed to abide by the Rules and Regulations.
- 3. Delivery of Possession - Moving into or Vacating the Community –** Tenant may take possession of the Home Site once the lease has been fully executed by both parties and after Tenant has submitted a Certificate of Occupancy issued from the appropriate code enforcement officer, to the Landlord.
- 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.
  - As security of the final cleanup of the premises after removal and or damages which may have been caused by the moving process, prior to moving the home, a \$250.00 security deposit shall be paid to the Community Owner/Operator at time of notice by Homeowner/Resident to Community Owner/Operator. Expenses of repair, if any, will be deducted from the \$250.00 security deposit and the remaining balance will be returned to the Homeowner/Resident.
  - 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.
  - The Community Owner/Operator reserves the right to approve or deny any transport company access to the community.
  - The Community Owner/Operator’s on-site manager shall supervise all transporting of manufactured home through the community.
  - Movement of manufactured homes shall be permitted between the hours of 8:00 am and 5:00 pm, Monday through Friday.

- g. All manufactured homes must be properly skirted within thirty (30) days of entering the community, weather permitting.
- h. All manufactured homes must be adequately and properly blocked and leveled.
- i. The Community Owner/Operator reserves the right to approve or reject a manufactured home should the size and/or appearance not meet the community standards.

**4. Security Deposit -**

- a) In compliance with General Obligations Law Section 7-103, Tenant's security deposit will be held in an account in Tenant's name at Key Bank. Pursuant to said Law, interest on said security deposit shall be paid at prevailing account rate less one percent (1%) for administrative handling charges.
- b) If Tenant does not fully comply with the terms of this lease, Landlord may use the security deposit together with interest to pay any amounts owed by the Tenant, including but not limited to, damages, sublet fees, attorneys' fees, and rent or any additional rent.
- c) Landlord will mail the balance of the security deposit owing to Tenant at his/her last known mailing address within thirty (30) days of the lease expiration date. However, in the event that, for reasons beyond Landlord's control, the security deposit cannot be returned within said time period, Landlord will endeavor to return said security deposit as soon as possible and Tenant agrees that in no event shall Landlord be liable for any damages to Tenant of any nature as the result of said delay.
- d) Security deposits and interest shall be forfeited upon any breach of provisions contained in this lease, rules, or regulations, but such forfeiture shall not be deemed a penalty or liquidated damages.
- e) Tenant may not elect to use security deposit as payment for rent that Tenant owes under the lease.

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

- a) A "Temporary" Resident is an individual residing with an approved resident for more than thirty (30) days but less than six (6) months. A Temporary Resident must complete an Application for Tenancy along with the Application Fee. Temporary Residency cannot take place until the Application for Tenancy is reviewed and approved by Landlord.
- b) Periodically it is necessary for the Landlord to request updated residency information from current Resident(s)/Tenants. It is Tenant's responsibility to comply within thirty (30) days of such written request.
- c) Tenant must provide a copy of proof of ownership for the home located in the community. This includes (but is not limited to) a Bill of Sale and or the New York State Title (for homes built after 1994).
- d) If a currently approved resident of the Park relocates to another home within the Park, the Tenant will need to complete a new Application for Tenancy, however no fee will be due.

**6. Rent, Additional Rent and Miscellaneous Fees -**

- a) Rent consists of Base rent and additional rent as outlined in the Lease Agreement and/or Park Rules and Regulations. The due date for payment for rent is on the 1<sup>st</sup> day of the month, and if not received by the 5<sup>th</sup> day, will be recorded as received after the due date and delinquent. If Base rent is paid on or before the 5<sup>th</sup> of the month, there will be a discount in the amount of \$40.00. Discounts do not apply to "Reduced Lot Rent Deals", Tenants renting a home from the Community Owner/Operator, Tenants in Saratoga Villas and Loughberry Mobile Home Park. Discounts will not apply to Tenants that have an unpaid obligation in excess of \$100.00. Calculation of the unpaid obligation will include unpaid School, Town and County taxes. Base rent paid after the 10<sup>th</sup> of the month will be subject to a late charge of 5% (Five Percent). All rent payments made will be applied to the oldest unpaid obligation due the Owner/Operator.
- b) In addition to the base rent, Homeowner/Tenant is responsible for payment of all real property and school taxes relating to Homeowner/Tenant home and if not paid timely and without penalty by resident, then and in that event, the Landlord will pay such taxes and assess the amount of the payment on Homeowner/Tenant's very next month's rent bill as additional rent, and if the resident does not pay the bill in full with the next month's rent, such failure to pay will constitute a default in the payment of rent hereunder and will constitute grounds for eviction of the resident for nonpayment of rent. All real property and school tax bills assessed to and received by the resident shall be the resident's responsibility, and shall be considered additional rent, and if not paid by the resident, shall be considered a breach of the resident's covenant to pay rent under and pursuant to the terms of this agreement, unless the tax bill is submitted by the resident to the community, received by the community and paid by the community. If the community pays the tax bill, then and in that event, resident shall be responsible for reimbursement of the amount paid by the

community, which same amount shall be due and payable as additional rent with the next month's rent. The tax billing is based only on the assessed value of your home and not the value of the land, roads, or general areas.

- c) A \$35.00 fee will be charged for any check returned for insufficient funds. The Landlord will not redeposit a returned check. Tenant must submit a replacement payment in the form of certified check, money order of cash within 5 days from the date of the notice of the returned check. In the event two returned check fees are assessed to your account, all future payments of any nature must be made by certified check, money order or cash. Rent shall be paid by mailing a check or money order to Owner/Operator at the address in Section 1, accepted at the Park offices located at 894 Rock City Road, Ballston Spa, NY or may be paid online.
- d) Failure to pay rent as provided by law may provide grounds for evicting you from the community.
- e) Tenant agrees to pay Landlord all attorney fees, court fees, and collection costs including but not limited to cost incurred for removal of the mobile home. In connection with any action or proceeding undertaken by Landlord to recover a delinquency in payment and/or recover possession of the Lot, Tenant agrees that the attorney fees, court costs, collection costs and removal costs become Additional Rent pursuant to the terms of this Lease. All other charges to be collected by Landlord pursuant to the Lease and these Rules and Regulations shall be deemed "Additional Rent".
- f) 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.
- g) Homeowner/Residents who remain in the community for any part of a month will be charged a full month's rent.

**7. The Home Site** - A rented site shall be used as the site for only the following: the manufactured home, which is to be used as a primary residence; two personal motor vehicles; and ancillary structures or areas, such as patio area, deck, porch, shed, carport, or garage. Defining the Home Site boundaries will be the prerogative of the Community Owner/Operator.

**8. Common Areas** - The common areas of the community include the roadways and every area in the community except the homes sites and those areas restricted from residents' use. All plantings, lighting, lamp posts, structures, amenities, signage, flag poles and similar items in the common areas are provided and maintained by the Community Owner/Operator 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, their family members and guests. Vacant lots are not common areas and are restricted from use by Homeowner/Residents and their families, guests and agents without the written permission of the Community Owner/Operator.

**9. Utilities - Community Owner/Operator's responsibility:** The Community Owner/Operator shall provide, maintain and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home in accordance with applicable laws; **Community Owner/Operator reserves the right to place utilities and distribution systems, including water, sewer, cable, telephone and electricity lines, to and across any lot and to have access thereto for the installation, maintenance and repair thereof.**

**Homeowner/Residents' Responsibility:** Homeowners/Residents are responsible for paying for the maintenance and repair of the following:

- Water and sewer utilities** from ground level point of connection to the above ground utility connection of the manufactured home.
- Electrical utilities** from the point of connection at the electrical pedestal to the manufactured home fuse panel.
- Fuel oil, propane or Natural Gas:** The whole of all fuel oil or propane system associated with the Homeowner/Resident's home. This includes from the manufactured home to the fuel oil or propane tank. The Community Owner/Operator assumes no responsibility for any of the connection between the Homeowner/Resident's manufactured home and the fuel oil or propane tank.

The Homeowner/Residents shall have all utility connections to the home performed or installed by a licensed contractor at the Homeowner/Resident's expense including materials. The Homeowner/Resident is responsible to maintain tight, lead free drain connections to the sewage outlet. The Homeowner/Resident shall be responsible for the installation of a 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 house.

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

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

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

- b) **Metered Utilities:** Each Homeowner/Resident is required to pay for his or her own use of utilities such as: gas, oil, electricity, water/sewer etc., as long as (1) there is individual metering, and (2) the meter serves only the individual home. Management reserves the right to install water meters at each household.
- c) **Changes in Gas and Electrical Service:** Any Homeowner/Resident wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the Community Owner/Operator that he or she has obtained proper permits and complied with all applicable electrical or other safety codes.
- d) **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.
- e) **Disposal of Wastes:** The community's utilities and septic systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains which serve the home. 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 solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law. Any homeowner, resident, or their guest violating this rule shall be subject to the fees disclosed in Section 6: "Rents, Additional Rents and Miscellaneous Fees".
- f) **Plugged Sewer Lines:** Any plugged sewer line attributable to Homeowner/Resident's misuse or negligence, will be repaired at the Homeowner/Resident's expense.
- g) **Frozen Water and Sewer Lines:** Homeowners/Residents are responsible for frozen water and sewer lines and repairs must be made at resident's expense. Homeowners/Residents are required to use a heat tape on all exposed water lines, including pipes, hoses and supply valves, between November 1<sup>st</sup> and March 31<sup>st</sup> to ensure against freeze ups. Homeowners/ Residents should ensure that water lines are properly insulated and that heat tapes are plugged in and operational.
- h) 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. The Community Owner/Operator shall not be responsible for interruption of any utility service. Utilities may be disconnected temporarily for repair, alteration or additions to any utility system.

**10. 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, 2011), as long as they obtain prior written approval of the Community Owner/Operator. 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.

**11. 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.

**12. Snow Removal** - The Community Owner/Operator is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas. Snow plowing and/or salting of 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 not be held responsible for the inconvenience caused when snow is plowed across the end of Homeowners/Residents' driveways, nor the inconvenience or damage 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, Homeowners/ Residents must put the snow in their own yards and not in community roadways.

**13. Water Use**- 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 9). 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. In addition, should it be determined that continuous water flow has required a septic tank to be pumped, or a leach field replaced, the tenant of the unit, from which the Landlord has determined the continuous flow of water has entered the septic system, shall be charged the septic contractor's cost to the landlord plus 30%, to compensate the landlord for its costs.

**14. Garbage and Rubbish Collection and Disposal**

- a) The Community will make arrangements for curbside trash pickup on a weekly basis. Trash removal is included in the rent and is limited to the amount that can be contained in the containers provided.
- b) All Homeowners/Residents shall store trash in the containers provided. Trash containers must be kept concealed until trash collection day at which time they are to be moved to the roadside. Containers shall be removed from the roadside by dusk on the day of collection. No other trash or garbage around the home will be allowed.

- c) 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.
- d) It is the Homeowner/Residents responsibility to dispose of larger items, such as appliances, furniture, hot water heaters or any other 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 item.
- e) Homeowners/Residents shall comply with all recycling rules imposed by the municipality and trash collection company.
- f) Burning of leaves, paper or trash is prohibited. Leaves and small yard waste must be bagged in Town approved biodegradable yard waste bags for disposal.
- g) Homeowners/residents may not dump trash on common areas, across property lines or on to adjacent home sites.
- h) Dumpsters are allowed only with prior approval by the Community Owner/Operator. Dumpsters must be placed on a non-yard surface of the Homeowner/Residents lot for a period not to exceed seven (7) days.

**15. Aesthetic Standard for the Exterior of the Home and Site**

- a) **Maintenance of Structures:** All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, 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, and in compliance with all applicable governmental requirements.
- b) 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 ensure exterior aesthetic standards.  
**Painting: Spray painting of homes or appurtenances is prohibited in the community.**
- c) **Maintenance of Site:** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawns must be well kept, cut, trimmed and free of weeds and yard debris. Lawns exceeding five (5) inches in height; shrubs with new growth exceeding four (4) inches and un-trimmed or unkempt yards will be remedied by The Community Owner/Operator after 48-hour notification to the Homeowner/Residents. Service Charges will be determined based on conditions of the work needed.  
The majority of the lot’s yard is to be maintained with yard grass. “Desert” type landscaping, mulching, stoning or other non-grass covering of the entire, or significant portion of the lot, site is not allowed.
- 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, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the Community Owner/Operator, who will determine whether the plans or drawings comply with the community’s reasonable rules on aesthetic requirements. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval. The Community Owner/Operator shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before 6/15/76, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.
- e) All home improvements, structures, and appurtenances must adhere to the local building ordinances and codes, fire codes, and to these Rules and Regulations.
- f) Any work on the home or lot site must be completed within three (3) weeks of commencement of work, or as approved by the Community Owner/Operator.
- g) **Any home damaged beyond repair by fire or storm must be removed within thirty (30) days based on a complete investigation and weather permitting. Homeowner/Resident shall remove all debris at their expense.**
- h) **Exterior Aesthetic Standards for the Community:** A list of exterior aesthetic standards for our community includes:
  - i. **Skirting:** All homes must be skirted in vinyl, or other commercially manufactured product intended to be used as manufactured home skirting. Material and color used is to color coordinate and compliment the home and to be approved by the Community Owner/Operator. Skirting must extend all the way around the home including

- porches and decks, be installed straight and even with the home, have no gaps more than 3/8 inch and include a frost expansion joint.
- ii. Hitches: Hitches must be properly removed from homes. Existing hitches must be properly covered in an aesthetically pleasing manner to match the home and the aesthetic standards of the community.
  - iii. 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 ensure 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 sheds are not allowed. All new sheds must be wood or vinyl and of a color complementary to the home. All light duty storage sheds must be properly anchored. There shall be only one storage shed per site. The Community Owner/Operator reserves the right to determine the size and placement of the shed. One small Rubbermaid-type horizontal storage shed, or patio storage box may be placed against the home on a patio area. Existing metal sheds will be allowed provided that the Homeowner/Resident receives a written rule variance approval from the Community Owner/Operator. Existing metal sheds must be in good condition and well maintained. A rule variance will only be allowed for an existing metal shed and does not allow the Homeowner/Resident the right to replace or rebuild the original metal sheds. Rule variances are for a period of one year and must be annually renewed and are non-transferable.
  - vii. Carports and garages are permitted only with the Community Owner/Operators written approval for location, construction and aesthetic quality. Existing carports and garages will be allowed provided that the Homeowner/Resident receives a written rule variance approval from the Community Owner/Operator and meets all applicable zoning and code requirements. Existing carports and garages must be in good condition and well maintained. Rule variances are for a period of one year and must be annually renewed and are non-transferable.
  - 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 (4) 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 Conditions and or Heating Units are allowed only with 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.
  - xiii. Wind Barriers: No plastic, canvas, tarp, fabric or similar material will be allowed to be used as a wind barrier on the home or other structure. Corrugated plastic panels or vinyl lattice may be used to enclose carports, patios, or porches and must be installed in a manner that is approved by the Community Owner/Operator and meeting the Exterior Aesthetic Standards for the Community.
  - xiv. Flag Poles: Homeowner/Resident may install individual lot site flagpoles with the Community Owner/Operator's approval of location, size and height.
  - xv. Swimming Pools: Only children's wading pools are allowed. An adult must supervise pools when in use or when holding any amount of water. Pools must be emptied and placed in storage when not in use. As a safety and health measure, the Community Owner/Operator reserves the right to empty and remove any improperly supervised wading pool.
  - xvi. Hot Tubs and Whirlpools: Hot tubs and whirlpools are not allowed. Existing hot tubs and whirlpools will be allowed provided that the Homeowner/Resident receives a written rule variance approval from the Community Owner/Operator and meets all applicable zoning code requirements for safety. Existing hot tubs and whirlpools must be placed on a patio or deck and have a lockable cover fastened in place when unattended. A rule variance will only be allowed for an existing hot tub and whirlpools and does not allow the Homeowner/Resident the

right to replace or rebuild the original hot tubs and whirlpools. Rule variances are for a period of one year and must be annually renewed and are non-transferable.

- xvii. Basketball Hoops: Basketball hoops, nets or posts must be of a 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. They must be placed in an area where it will not interfere with the neighbor's quiet enjoyment of their home and must be placed at least ten (10) feet from the street and neighboring homes.
- xviii. 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 the home. Swing sets must be properly maintained.
- xix. Trampolines, Skateboard/Bicycle Ramps: are prohibited and may not be placed anywhere in the community.
- xx. Toys, Bicycles and other Playthings shall be properly stored away when not in use.
- xxi. Large yard items such as children's playhouses, slides, sandboxes, hammocks, lounge swings and similar items must be placed toward the back of the home in a neat and orderly manner.
- xxii. Fuel Tanks: Homeowner/Residents shall be permitted to maintain fuel tanks to service their 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 and maintained and installed in accordance with all applicable federal, state, or local regulations governing these items. Homeowners/Residents shall keep and maintain all fuel tanks in good condition and repair, such that they do not leak or present any harm or threat of harm whatsoever in 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/Residents shall indemnify and hold harmless the Community Owner/Operator from and against any and all expenses, liabilities, or costs, including attorney's fees, arising out of, caused by, or related in any way to the Homeowner/Resident's installation, ownership, operation, or maintenance of the tanks. A violation of this paragraph shall constitute a material breach of the lease. In addition to any other remedies available, upon the Homeowner/Residents' 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.
- xxiii. Tents are not allowed without the Community Owner/Operator's approval. Soft-top car canopies are strictly prohibited.
- xxiv. Fences are not allowed without the Community Owner/Operator's approval. Existing fences will be allowed to remain 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 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 replace or rebuild the original fence. Rule variances are for a period of one year and must be annually renewed and are non-transferable. New fences must be of white vinyl not to exceed 4' in height in the portion facing the street. Fences along the back and sides of the lot may not exceed 6' in height. The location and design of the fence must be approved by the Community Owner/Operator. Fences are not allowed in Latham Mobile Home Park or Loughberry Mobile Home Park.

**16. 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.

**17. Landscaping**

- a) **Landscaping by Community Owner/Operator**: Residents may not remove or substantially change the appearance of landscaping that the Community Owner/Operator has done at the home site, or common areas, 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. 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 18 below) and obtaining Community Owner/Operator’s prior written approval which shall not be unreasonable 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.

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 serve 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.

**18. 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.** 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.

**19. 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 reasonable related to the size of the risk(s), and such reasonable evidence shall be provided to the Community Owner/Operator.

**20. 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.

**21. Storage** - Homeowners/Residents shall not use patios, decks, porches, or lawn areas for storage of items such as bottles, paint cans, trunks, boxes, snow blowers, snow plows, snow plow attachments, lawn mowers or other equipment, furniture, tires, bicycles, lawn and garden tools, gas bottles, wood, metal, and other materials. Such items must be stored inside the home, or in a shed or garage (if any). The 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.

**22. 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 fireplaces, wood stoves, and other equipment involving open fires – they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations . 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/Residents home site. Homeowners/Resident’s 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 homes are expressly prohibited.

**23. 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 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.
- 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 resident's right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 pm and 7:00 am, 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/Residents (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.
- j) **Trespassing:** Trespassing through another Homeowner/Resident's lot is prohibited.

**24. 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 or 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.

Daytime babysitting shall be permitted as an exception to the prohibition against commercial activity with the community. No one may babysit more than four (4) children that are not members of the Homeowner/Resident's household. 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). 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.

#### **25. Pets**

- a) Permission to house a "domestic household" pet within the community must be requested in writing by completing a Pet Agreement form submitted and approved by the Community Owner/Operator BEFORE the pet is obtained. The Community Owner/Operator considers a "domestic household" pet to be limited to a dog, cat, or tropical bird. No other animals are permitted at any time or under any condition within the community.

- b) Only one pet will be allowed per household.
- c) Temporary harboring of another person's pet is not allowed.
- d) Dogs are limited to 30 pounds in weight and 15" in height at the shoulders at maturity. Dogs registered with the landlord prior to 12/31/2015 are exempted from this rule.
- e) All pets must be properly immunized and licensed.
- f) All Homeowner/Residents must register their pets annually with the Community Owner/Operator.
- g) Pets shall not be allowed outside the home unless they are on a leash with the Homeowner/Resident. Invisible fences, pet runs, doghouses and tethers are not allowed.
- h) 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.
- i) 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.
- j) Management reserves the right to remove the pet(s) from the community, at the Tenant's expense, 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.
- k) A variance for number of pets or dog size may be requested by the Tenant. For a dog size variance, the Tenant may be required to provide proof of a Liability Insurance policy of not less than \$300,000.00. The policy must name the Landlord as co-insured. Proof of insurance is required annually.
- l) Tenants are prohibited from leaving food and water outside of their dwelling for their pets or any other animals.

**26. Vehicles and Parking**

- a) Homeowners/Residents may park no more than two personal motor vehicles at their site. A personal motor vehicle shall mean any automobile, van, truck or motorcycle that is for personal use by a resident. The Homeowner/Resident may request a written rule variance from the Community Owner/Operator for a third vehicle. A rule variance may also be requested to permit the parking of a boat not to exceed 19' in length, a pop-up style camper or a recreational vehicle trailer not to exceed 12' in length. Rule variances will only be granted if the Homeowner/Resident provides for, and maintains, a proper additional parking space for the third vehicle, boat, camper or trailer. Rule variances are for a period of one year and must be renewed annually and are non-transferable.
- b) There shall be no parking on any lawn area, roadway or shoulder of a roadway with the community.
- c) Unregistered Vehicles are not allowed.
- d) Commercial trailers, campers, motor homes as well as commercial vehicles over 8,600 pounds may not be kept in the community.
- e) Any vehicle parked in violation of any enforceable rule, shall, after 48 hours' notice to the Owner/Homeowner/Resident, be towed at the expense of the Homeowner/Resident.

**27. Use of Community Roadways**

- a) Vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed 15 miles per hour.
- b) 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 deemed to be reckless.
- c) Pedestrians and bicycles shall always be granted the right of way.
- d) Prohibited Motorized Vehicles: Any vehicle not licensed, inspected, insured, registered, and "street legal" is prohibited from the community. Exceptions will be made for golf carts and electric wheelchairs but must be approved for use by obtaining a rule variance from the Community Owner/Operator. Community roadways are not to be used for playing. Only two-wheel bike riding is allowed, provided bike rider wears a helmet and obeys all traffic rules.
- 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.

**28. Repair of Vehicles** - 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. 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, at Homeowner/Resident expense, or seek other relief for such conduct.

**29. Sale of Manufactured Home** - Homeowners/Residents have the right to sell their homes on their home sites. Potential buyers are required to submit residency applications. The approval process must be completed after the initial agreement is reached but before the sale is finalized.

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.

**30. For Sale Signs** - Homeowners/Residents may place one sign 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.

**31. 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.

**32. Replacement of Manufactured Home** - If a Homeowner/Resident intends to replace his house 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.

**33. Approval of Owner/Operator and Enforcement of Community Rules**

a) **Approval of Community Owner/Operator:** In any matter that requires the approval of the Community Owner/Operator, such approval may be reasonable based on the 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 Tenancy 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 purpose, 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.

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 with 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.

**34. Complaints** - All complaints shall be addressed in writing to the community manager. All complaints must be signed. The Park Manager, and the owner's agents shall review all complaints and act on the issue raised if deemed appropriate. 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 Proper 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

"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 caused by such.

**40. 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 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.

#### **41. 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. Interpretation of any rule is the prerogative of the Owner/Operator.
- 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 cost 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 call 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) **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.
- g) **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.
- h) **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.
- i) **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.
- j) **Other Signage:** Except as provided for in **#30 For Sale Signs**, all signs are prohibited in the community.

## PRIVACY POLICY

### **What this Privacy Policy Covers**

This Privacy Policy covers SCH Communities 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.

### **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 Disclosure**

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.