

EMPIRE PARK COMMUNITIES

RULES & REGULATIONS

The primary purpose of these Rules and Regulations is to provide each resident with a set of minimum standards of common responsibilities, conduct, and respect for each other and for other members of the community. We have designed these guidelines to maintain the community in such a way as to maintain the safety, comfort and enjoyment for all residents. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity within the community.

Lease Terms

1. All tenants, regardless of lease status must adhere to the terms of the offered lease and current Rules and Regulations.
2. A resident may be subject to enforcement action for delinquent rent or rule violations, which may include repayment of costs to remediate, fines, legal fees and potential eviction. In addition, Landlord reserves the right to proceed with plenary action(s) to collect Additional Rent during the term of the tenancy or after Tenant has vacated for items not collectable in a summary proceeding.

Payment Terms

1. Payment of the monthly rent is due by the first day of the month.
2. Payment may be in the form of check, money order or through the online payment system. WE DO NOT ACCEPT CASH. A fee of \$25.00 will be charged to the Resident for any check that is returned for insufficient funds charged as Additional Rent.
3. The payment is considered late if it is received after the tenth (10th) day of the current month. A late charge of 3% will be applied to that current month's rent after the 10th of the month.
4. Habitual late payment of rent shall result in a violation under your Lease and may lead to cancellation of your tenancy. Habitual means paying late (after the 10th) more than three times in a twelve-month period.
5. Any fees incurred with the collection of rent (including late fees, service of process and legal fees as awarded by a court) will be the responsibility of the Resident and added to Tenant's invoice as Additional Rent due.
6. Any balance will not be considered "paid in full" until **all** amounts including **ALL** fees have been paid. Landlord agrees to accept a partial payment from Tenant without prejudice and with full reservation of rights to proceed under law and equity to collect the full balance owed and pursue all available remedies allowable under statute and law.

Occupancy

1. All adults over the age of 18 are required to complete an application for tenancy. No manufactured home may be rented, sublet or leased under any circumstances by resident without the prior written consent of management. Only homes occupied by persons who have registered and have been approved by management are permitted.
2. Applications, lot leases and all preliminary documents must be completed and approved prior to the occupancy of any mobile home in the community.

3. Mobile homes may not be rented, loaned, sublet, or used by anyone for any purpose other than that granted in the lease, except with written permission of the management. Residents are not permitted to sell or rent a mobile home with the promise of occupancy unless the new party is approved by the management and agrees to all Rules and Regulations.
4. If you desire to sell your mobile home, any prospective buyer must be approved by management for the home to remain. Please advise management in writing thirty (30) days prior of your intention to sell. The management reserves the right to approve or disapprove all applications based on character, references and ability to pay.
5. All residents must notify the management thirty (30) days in advance of moving their home out. Clearance must be obtained, a forwarding address given, and all outstanding accounts must be paid in full. Removal of a home will only be done between the hours of 8:00 am and 5:00 pm exclusive of Saturdays, Sundays and legal holidays. Since all rentals are paid by calendar month no adjustments or refunds will be made for a partial month.
6. Residents will be permitted "For Sale" signs that are appropriate and are to be approved by park manager, for which consent should not be unreasonable denied.
7. If a Resident receives a bona fide offer to purchase and relocate the manufactured home located on the premises and desires to accept such offer, Resident shall notify Landlord in writing of such offer stating the purchase price and other terms of such offer. Landlord shall have fourteen (14) days follow the mailing of such written notice within which to notify resident in writing or verbally as to whether Landlord desires to purchase said mobile home at the same price and on the same terms and conditions as contained in the bona fide offer received by the Resident.
8. If a residents removes a substantial portion of their furniture and furnishing at any time before the end of the term of their lease, appears in managements reasonable opinion to no longer reside on the property and does has not notified management of any extended absence, Management will have the right to consider your home and any items of personal property still remaining there as abandoned even if you have not returned the keys to the home to us. In connection with this, we have the right to remove your property without liability to you for any loss or damages.

Mobile Home Sites

1. All lots must display their lot numbers displayed and clearly visible from the road and to emergency responders.
2. Approved skirting with proper ventilation must be installed on all homes. **The homeowner is to keep skirting in good repair.** If skirting is not in good repair, management may require tenant to repair and/or replace. If management repairs/installs at its expense, Resident will be responsible for reimbursement to Landlord for material cost and labor.
3. All porches, decks, awnings, storage sheds, patio rooms, propane tanks & fuel oil tanks, and their locations must be approved by the management. Tenants wishing to add steps, decks, sheds, or awnings, or additions etc. must submit plans describing materials, dimensions and a plot plan for these improvements to the management for written approval prior to any construction.
4. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space.

5. **Mobile home lots must be kept clean.** Lawns and shrubs must be kept trimmed and edged. This includes the areas behind, beside, and under homes and against perimeter fences. Residents who do not maintain their spaces will receive a violation/correction notice. If corrective action is not taken within ten (10) days, management reserves the right to have the work done with the costs being the responsibility of the resident.
6. Each Resident is responsible for the maintenance and upkeep of their Lot which includes, mowing of lawn in the spring, summer and fall months, raking and disposal of leaves on their lot in the fall and snow shoveling in the winter. If resident does not or cannot maintain their home site, management reserves the right to perform the work to maintain the appearance of the community and such resident will reimburse for actual labor time at \$25.00 per hour (1 hr minimum).
7. In the event of carelessness or neglect for which notice and opportunity to correct has been given and not rectified, management reserves the right to have the work done. All bills for maintenance and repairs are to be paid by Resident within thirty (30) days unless specified credit arrangements are made with management.
8. Every home must be kept clean and neat. If painting, re-siding or re-skirting is required, the color must be consistent with the existing homes in the park. **Siding and skirting should be free of mold, dirt and algae.**
9. Management must approve in writing any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
10. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a tenant become property of the park in the event the lessee moves.
11. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.
12. **Management reserves the right to access each lot to conduct inspections or to maintain utilities.** Advance notification will be given when possible.
13. If tenant plans to do any digging in yard, management must be contacted first so that placement of utilities or lines or pipes can be pointed out. If any such utility line or pipe is damaged by tenant, his/her agent, or contractor, tenant must repair such damage immediately at his/her own expense. If the management is required to repair such damage because of the tenants' failure to repair the same, tenant shall be responsible for such repair bills and must pay the full sum on the first day of the month following the billing.
14. Management is responsible for providing water and sewer and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, **all residents are required to use heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning, the resident shall be responsible for the cost of replacement. If you cannot do this on your own, please contact management immediately and management will assist. If you do not install heat tape upon request of management, landlord will install, and resident will be responsible for reimbursement for cost of materials and labor.**
15. Residents are responsible for keeping their sewer lines clear between their home and the connection at the ground. Do not flush solids that will clog the line. **Any repairs required due to any improper articles in the sewer line, will be charged to the resident.** Coffee grounds, grease, food particles and **wipes** should not be flushed down the toilet, kitchen sink or or bath drains.

16. No occupant shall tamper with meter boxes or other electrical equipment. Any utility repairs away from our meter including inside the residents' homes, is the responsibility of the residents. All electrical work must be certified by a NYS electrical inspector.
17. Any resident who is found to be using excessive utilities or abusing the utility systems, will be requested to cease such activity and make any required repairs. If tenant refuses to take immediate action, they will be found in violation of these Rules and Regulations and subject to eviction proceedings.
18. All Residents are discouraged from using heating oil. All oil tanks must be properly maintained and MUST be in a secondary containment receptacle. Management can help facilitate secondary containment and if any homeowner needs assistance or would like to consider changing to propane, please contact management to discuss.
- 19. All structures and/or additions to either the mobile home or the space must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly condition. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit.**
20. The use of any furniture on the patio, porch, or yard is prohibited unless it is outdoor patio furniture approved by Management. NO overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, tools, machinery etc. are allowed outside the manufactured home.
21. All approved items must be kept in a Resident's shed or neatly against the back of their home. Nothing is to be left out. Items must be removed for common area maintenance.
22. Swimming pools, wading pools, and hot tubs are prohibited.
23. Trampolines are not allowed in the community.
24. Fireworks are not allowed in the community.
25. Cooking with standard barbeque equipment is allowed.
26. No camping or tents are allowed in the community.
27. No garbage or similar material is to be burned.
28. No hunting is allowed on the Property. No carcasses or dead animals may be kept, stored or treated on any lot or on community property.
29. Storage units must be approved by management and shall remain the property of resident. Management is not responsible for any losses or damage to tenant's shed or stored items.
30. Large patios and porches require skirting. All homes require skirting. **Patios and porches are not acceptable storage locations.**
31. Unregistered or inoperative vehicles, boats, unattached trailers, or commercial vehicles are not permitted on the streets, in or around tenant's spaces, or anywhere in the community and will be towed at Tenant's expense.
32. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces. The repair or dismantling of any motor vehicle in the park is prohibited.

Animal Policy

- 1. No animal will be approved to reside at the Premises without completion of the Animal Responsibility Addendum which shall be incorporated by reference in these Rules and**

Regulations. All animals living in the community at the time the property was acquired may be retained as long as there are no complaints regarding such animal.

2. The Animal Responsibility Addendum shall run concurrent with the lease term and is subject to annual review for renewal.
3. All applicable terms of the Animal Responsibility Addendum shall be applicable unless specifically waived by Landlord as may be required under Federal, State or local law.
4. **PROOF OF LIABILITY COVERAGE (\$100,000 MINIMUM) MUST PROVIDED FOR ALL PETS. THIS CAN OFTEN BE OBTAINED THROUGH A RENTER'S INSURANCE POLICY OR SEPARATE PET POLICY.**
5. Only domestic indoor pets, weighing less than 30 lbs, will be permitted and must be approved by management in writing and registered with management. No outdoor pets are allowed.
6. Tenants are responsible for their pets at all times.
7. No more than 2 animals per household will be allowed
8. Animals must be kept inside the home or on a leash at all times. Any loose or unattended pets will be removed from the Community by animal control.
9. No outdoor fencing is allowed and no animal may be kept outside in a makeshift pen at any time for any reason.
10. Animals are not permitted to be unattended in the park and/or create any nuisance (this included cats).
11. **Animal owners are required to clean up and remove all pet refuse and defecation from both your lot area and all community property.**
12. There will be a ZERO tolerance policy with regards to any bite incident.
13. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids, monkeys, apes, or pigs. Failure to comply with this restriction shall subject the tenant to immediate expulsion from the premises and termination of the lease by the landlord.
14. No visiting animals shall be allowed.

Motor Vehicles

1. No more than two vehicles are permitted per lot. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents.
2. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.
3. Illegally parked vehicles may be removed, at the discretion management, with the risk and expense being the responsibility of the vehicle's owner.
4. Only operative vehicles licensed for the highway are permitted within the park. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the park.
5. The speed limit shall not exceed 10 MPH and what is safe and prudent for the conditions. Off-road vehicles shall not be driven within the community.

6. No ATVs (3 or 4 wheel off road vehicles), motorcycles, motor scooters, minibikes and other two, three or four wheeled motorized vehicles are allowed for recreational use in the community. Any residents wishing to have such a vehicle for off property use, must be first approved in writing by Landlord.

Schedule of Fees

1. Landlord reserves the right to take over the maintenance of a site or remove any object that becomes neglected or placed without approval and charge the Resident for any cost incurred. Ten (10) days written notice shall be given to the Resident before maintenance is performed. Tenant will be charged the actual amount of the work performed plus a 10% administrative fee. The hourly labor rate will be \$30.00 per hour during working hours (8:00 AM to 4:00 PM), \$45.00 per hour outside working hours or on Saturday, and \$60.00 per hour for labor on Sundays or holidays. Outdoor work from December 1 to April 1, will be billed at hourly labor rate of \$40.00 per hour during working hours (8:00 AM to 4:00 PM) and \$60.00 per hour for overtime working hours and on Saturday, and \$80.00 per hour for labor on Sundays or holidays. Truck use mileage will be billed at \$.55 per mile. Heavy equipment use will be billed at \$75.00 per hour, excluding operator. Parts, rental equipment or contracting personnel that is necessary for damage or repairs caused by Resident will be billed to the Resident at invoice cost plus 10%. These fees will be charged for any damage to Landlord's equipment, water risers/lines, sewer lines, manufactured homes, apartments, or real property caused by the Resident or guests of the Resident.
2. Towing and storage of a vehicle shall be charged at the rate of the towing firm that is used. The storage charge for a manufactured home or abandoned car left on the Property shall be \$25.00 per day.
3. Payment for the cleanup of any material dumped or dropped by a resident, including the accidental release of a hazardous material such as fuel oil shall be charged to Resident.
4. Rent for an approved sublease (anyone living/staying in the home without the lessee/resident present) will be the base rent of the lessee plus \$20.00 per month.
5. The surcharge for an oil tank on the premises is currently \$10.00 per month. This is based on the insurance rates.
6. With Landlord approval and based on available space, additional vehicles, over two cars, will be charged at \$10 per month for any car and \$20 per month for a pickup truck or van.

General Park Policies

1. Tenants are responsible for the activities of the occupants of their home and their guests while they are in the park. No persons are permitted to play in the street, parking areas, or neighbor's yards without permission.
2. Any objectionable or illegal conduct by a resident or guest of the Resident while within the community shall constitute a violation of these Rules and Regulations and Lease agreement.
3. Soliciting, peddling, or selling within the community is strictly prohibited and it should be reported immediately to management.
4. Loud and disturbing noises shall not exist at any time. Radios, stereos, musical instruments, television, and conversation shall be kept at a level low enough not to disturb any other resident. Loud parties and/or excessive drinking will not be permitted at any time.
5. No signs are permitted except with the permission of management.

6. All questions pertaining the park and your residency should be addressed to the property manager only.
7. Any assault or verbally threat against park employees or contractors will be investigated and shall constitute a violation under these Rules and of your Lease. Please be aware that for any assault or threat against any Community employee or contractor, the authorities will be notified and charges will be pressed.
8. A resident will be given ten (10) days to correct a violation of park rules after receiving written notice. If said resident fails to correct a violation, he/she may be subject to a fine of up to \$25 plus the cost to remedy. If the violation continues, Resident may also be asked to vacate within thirty (30) days and subject to eviction.
9. Tenants agree to pay all attorney fees, costs, and disbursements resulting from the non-payment of rent or an eviction for violation of Rules and Regulations, as so ordered by a judge or court of jurisdiction.
10. Any and all complaints must be submitted and signed by the complainant in writing.
11. Any individual evicted from the property will have a no-trespass warrant filed against them and are not allowed on the premises. Any current resident who invites a former evicted resident onto the property will be found in violation of the Rules and Regulations and subject to lease termination and eviction.
12. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.
13. Whenever under the terms of this lease any sum of money is required to be paid by Tenant in addition to the rental herein reserved, and said additional amount so to be paid in not designated as "additional rent", or provision is not made in the Lease covering such payment for the collection of said amount as "additional rent", then said amount shall nevertheless, at the option of Landlord, if not paid when due, be deemed "additional rent" and collectible as such with any installments of rental thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same becomes due and payable hereunder., Landlord reserves the right to proceed with plenary action(s) to collect Additional Rent during the term of the tenancy or after Tenant has vacated for items not collectable in a summary proceeding.
14. Violations of any of the above Rules and Regulations may result in the termination of the lease and potential eviction from the community.

KEEP THIS PAGE FOR YOUR RECORDS

Management reserves the right to add to or alter these Rules and Regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents in compliance with RPL 233. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed as a waiver of these Rules and Regulations. The provisions of these Rules and Regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these Rules and Regulations may have their lease cancelled and be subject to potential eviction from the community.

Tenant acknowledges having read and understands all the stated Rules and Regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, may be grounds for termination of the tenant's lease and can result in eviction from the park upon proper notice of such violation, breach, or default given by management.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this day of _____, 2021

Tenant: I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.

Community Name

Lot #

Resident Name

Resident Name

Signature

Signature



Management