

Charlotte Creek Mobile Home Park

D. B. A. / Stephen T. Kiss
151 Attila Lane
Oneonta, NY 13820

10/14/2019

Office #607-433-4799
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The following Rules & Regulations are provided for the convenience and welfare of the residents of the park. We realize that some of these rules may cause inconvenience at times, but they are necessary to maintain a clean, well kept mobile home park. A violation of any of these Rules & Regulations shall constitute grounds for an eviction.

Rules and Regulations

- A) **RENTAL:** Lot Rent for Mobile Homes
- a. All Single-wide Mobile Homes
 - b. All Double-wide Mobile Homes
- 1) **U**pon rental of a mobile home lot, the tenant will be required to pay the first month's rent, along with a separate check security deposit of an equal amount prior to moving into the Park. Once the rent has been paid, it is non-refundable in the event that the Tenant changes their mind and does not move in. As long as no damage is done to the lot, the security deposit will be returned. An annual lot lease will be available and offered to the Tenant. Since all rentals are paid by calendar month, no adjustments or refunds will be made for a partial month.
 - 2) **E**ach month's rent shall be paid in advance on the first day of the month. If the rent is more than five (5) days late, a five (5%) late charge will be imposed. All late charges shall be due immediately; and if the Tenant shall fail to pay this late charge at the time of the payment of the rent, the Landlord shall have the same rights against the Tenant as if the Tenant had failed to pay the rent.
 - 3) **A**ny monthly lot rent check or other check, returned unpaid from the bank, in payment of rent or any other amount due under this Agreement, the Tenant will be charged a service fee of thirty five (\$35) payable immediately to the Landlord.

- 4) **All Tenants must give management forty five (45) days notice prior to moving out. Tenants are required to leave a forwarding address with management, settle all outstanding accounts, and return the mailbox keys before they move out.**
- 5) **The Tenant shall have the responsibility of leaving the lot in the same condition as it was at the time the Tenant moved in. The Tenant shall be responsible for cleaning the Mobile home site and for restoring the grounds they occupied to its' original state.**
- 6) **The occupancy of any mobile home and or mobile home lot in Charlotte Creek Mobile Home Park shall be restricted to the original Tenant and to those occupants identified on the Rental Agreement. Tenant leases are offered for one (1) year terms.**
- 7) **The Tenant shall permit the Landlord and his employee's or agents, to enter the lot. The Tenant shall permit the Landlord, Stephen T. Kiss, to enter their mobile home at a reasonable time after giving appropriate notice, to inspect for various reasons.**
- 8) **The Landlord, Stephen Kiss, may evict any Tenant or Tenant's for any reason and at any time. The Landlord may give the Tenant a "Notice", "10 Day Notice", or other Notices in order to resolve an issue. Failure by the Tenant to correct the violation shall justify the Landlord in serving a written Thirty (30) Day Notice of Eviction; for the Tenant to vacate the lot.**
- 9) **A violation by the Tenant of a Federal, State or local law or ordinance is grounds for eviction.**
- 10) **Mobile homes or mobile home lots may not be rented, sub-leased, loaned or used by any person or persons, for any purpose other than whom the lease is specifically granted to and identified in the lease agreement, except with written consent of the Landlord.**
- 11) **If a Tenant desires to sell or otherwise transfer the ownership of their mobile home the Tenant must:**
 - a. **Give the Landlord or management thirty (30) days written notice of such an intention.**
 - b. **Submit to the Landlord or management a completed and signed rental application of the proposed purchaser or transferee applying for tenancy, thirty (30) days prior to moving into the mobile home park.**
 - c. **The Landlord reserves the right to approve or disapprove the purchaser or transferee as a Tenant.**

- d. Tenants shall not sublet the premises, the lot or their mobile home thereon, or any part thereof.
- 12) No Tenant shall convey the impression or imply that their mobile home lot is included or its' use is a part of their mobile home sale.
- 13) The Landlord, Stephen T. Kiss, reserves the right to deny admittance and or tenancy to anyone based on character and or credit references.
- 14) There are no visitors allowed to stay over, sleep over or reside at Charlotte Creek Mobile Home Park for more than seven (7) days in succession.
 - a. If a visitor stays or resides longer than one (1) week, there will be a \$75.00 service charge imposed on the Tenant.
 - b. If a visitor stays or resides with the Tenant of Charlotte Creek Mobile Home Park for more than one (1) week, the Tenant may be evicted from the Park.
- 15) The Landlord has the right to change or modify any rule or regulation.

B) SECURITY DEPOSITS:

- 1) The Landlord requires a security deposit to be agreed upon at the time of rental including the first (1st) months rent in advance. The security deposit will be placed in a bank savings escrow account. The bank will provide each Tenant with an annual statement of interest earned on their deposit. The security deposit will not be used as rent or be applied to the Tenant's last month's rent or be applied to any other charge or fee due to the Landlord.
- 2) The security deposit with all accrued interest shall be returned to the Tenant upon their move out from the mobile home park with consideration of deductions due to the lot condition. The Landlord will give an itemized list of charges for damages if applicable and then return the balance due to the Tenant.

C) PAYMENT OF RENT:

- 1) Rent will be paid to Charlotte Creek Mobile Home Park and should be place in the "Rent & Comments Box" located in the Park's mail house.
- 2) Any Tenant renting a mobile home from Charlotte Creek Mobile Home Park / D. B. A., Stephen T. Kiss, will be required to pay a one (1) month security deposit plus their first (1st) and last months rent in advance of their move in date.

D) MAINTENANCE OF LOTS:

- 1) Tenants are responsible for the care and maintenance of their rented lot, including snow removal and sanding their provided walk-way and parking area. Please do not use rock-salt or calcium on the concrete patios.
- 2) Tenants must keep the grass mowed on their rented to less than four (4) inches in height.
- 3) Tenants are not required to bag grass clippings. However, if Tenants decide to bag grass clippings, the Tenant must dispose of the clippings in the designated waist area. The disposal area for clippings is posted at the rear of the Park. Similar provisions are made for the disposal of leaves. Disposal of leaves or grass clippings is prohibited outside of the designated area. Tenants may be charged a service fee if they dispose of garbage, leaves or clippings outside of the designated areas.
- 4) **Both** rock gardens and vegetable gardens are prohibited within the mobile home park. Please do not place rocks around flowers, trees or your mobile home skirting.
- 5) Tenants may have flowers or shrubs, considering that they are kept properly trimmed and weeded and remain attractive to the lot. Prior approval from management must be obtained by the Tenant before planting flowers or shrubs. Lilac bushes, Hibiscus and Bamboo are prohibited in the Park.
- 6) Tenants are prohibited from driving stakes or digging holes in the ground anywhere in the mobile home park. In the event that damage is done to an underground cable or utility due to the Tenant digging, the repairs and fines will be made at the Tenants expense. The driving of nails or screws into trees on the property is prohibited.
- 7) Tenants may not have yard – sales at their lots.
- 8) No soliciting or commercial enterprise is allowed in Charlotte Creek Mobile Home Park.
- 9) Fences are prohibited.

- 10) Cloths lines are prohibited in the mobile home park. A "cloths tree" may be installed at the rear of the Tenants mobile home.
- 11) The riding of bicycles on the grassy areas in the Park is prohibited. Tenants should respect the lawn areas of their neighboring Tenant.
- 12) No trees may be trimmed, felled or planted by the Tenant.

E) GARBAGE & RECYCABLES;

- 1) Collection day for garbage shall be Tuesday of each week. All garbage should be set out by the road side by nine (9am) in the morning & the Tenants garbage container removed by dusk. If a holiday occurs on a Tuesday then the Tenants garbage will be picked up on the following Thursday.
- 2) Garbage bags should not be extremely heavy. If there is large or heavy garbage then it should be double bagged.
- 3) Large child toy items may be subject to a five (5) dollar service charge by the Landlord.
- 4) All garbage must be stored in a fair conditioned & clean (inside & out) container & kept at the rear of the mobile home.
- 5) Clear plastic bag liners placed in the containers is required.
- 6) The Landlord is responsible for kitchen garbage removal only.
- 7) The Tenant is responsible for separating recyclable waste. A clear plastic bag is required for recyclable garbage.
- 8) Cardboard should be flattened and stacked neatly next to the garbage containers when near the road side.
- 9) Newspapers should be folded neatly and then tied with a small string or placed into an open cardboard box.
- 10) No other paper recyclables will be brought to the Town dump by the Landlord.
- 11) Steel and other heavy metals or items may permit an arranged pick up by the Landlord.

F) WATER & SEWAGE:

- 1) Charlotte Creek Mobile Home Park Tenants are responsible for the water lines and pipes between the water riser and the mobile home input connection.
- 2) Heat-tape must be properly used to insulate all Tenants water pipes under their mobile home.
- 3) Tenants are responsible for the installation of one shut-off valve & 1 check-valve for their lot water line connection, which must be installed at the end of their water lines that connect to the water risers. Brass valve fittings must be used for these connections. The Tenants water will not be opened for the mobile home until these two (2) valves have been installed. If a Tenants mobile home delivery service does not install these valves, then the Landlord may perform the task at a service charge to the Tenant payable immediately. The service fee rate for this service performed by the Landlord would be at \$75.00 per hour. If the Tennant does not perform the task of connecting their water pipes properly & in a timely manner, the Landlord may perform this task without permission from the Tenant with regard to the safety of the other Tenants & weather conditions that would impede or hinder the mobile home park Tenants water supply and or service.
- 4) Management reserves the right to shut off water to a site if the Tenant allows their water to drip or run unnecessarily. Water may be shut off to the Tenants mobile home if the Landlord deems it necessary to fix a leak in any water line or pipe on the property without warning if necessary, but proper disgression will be used if possible by Park Management.
- 5) Car washing, swimming pools and lawn sprinklers are prohibited in the mobile home park.
- 6) Washing cloths for anyone living outside of Charlotte Creek Mobile Home Park is prohibited.
- 7) No water hose is allowed to be stored on a water connection or on the side of a mobile home.
- 8) The use of "Dawn" dish detergent is prohibited. A Tenant may be charged a "Septic Pumping" Fee if they are found to

be using this detergent considering the chemicals in the product swell & congest the flow of sewage in the pipes.

- 9) Tenants are responsible for “Heat Taping” their sewage lines under their mobile homes. (Currently, the Landlord is granting a “grace period” for existing tenants who may be unaware of this new rule, which is ninety (90) days starting Nov.1, ‘2019).
- 10) Flushing non-soluble items, such as rags, hard paper, cloth, sanitary napkins, frying oil, plastic, cigarettes, diapers, baby wipes, and rubber products down the drain or toilet is prohibited. If a Tenant is found responsible for damaging or clogging the septic pipe which is under ground, then they will be liable for damages and service charges. The current rate for the Landlords machinery and excavation rate for service is \$125.00 per hour.

G) PETS:

- 1) Cats are allowed in the mobile home park.
- 2) One dog is allowed per lot in the mobile home park. Dogs are to remain indoors within the mobile home when not being walked. Dogs may not be tied outside the mobile home. No dog-houses are allowed.
- 3) A pet interview for dogs is a mandatory prerequisite in order for the dog to be allowed into the Park and Tenancy within the Park.
- 4) All pet interviews will cost the Tenant \$20.00 and is due at the beginning of the interview.
- 5) An Attachment to the Park’s “Lease Agreement” will be offered to a Tenant dog owner, if their dog passes discipline and manners tests given by the Landlord.
- 6) A dog may fail an interview and be asked to repeat the tests at a later date & the Tenant would be subject to another “Pet Interview” fee. So please be sure your dog is well trained.
- 7) Dogs must have all of their veterinary medications completed before & while residing in the Park.

- 8) All dogs must be licensed, clean & trimmed at all times if they are to remain as Tenants within Charlotte Creek Mobile Home Park.
- 9) No dogs are allowed for tenants renting a mobile home or apartment or suite from Charlotte Creek Mobile Home Park.
- 10) No visitor dogs are allowed into the Park.
- 11) No dog fences are allowed unless a written request is sent directly to the Landlord with regard to further discussions pending permission by the Landlord, Stephen T. Kiss.
- 12) If a pet is considered a nuisance, a warning notice will be issued to the pet owner Tenant.
- 13) A pet may be evicted from Charlotte Creek Mobile Home Park.
- 14) The Landlord shall have authority in the determination of pets Tennancy.
- 15) Tenants are responsible for cleaning up after their pets.
- 16) Dog walks are not permitted on established grass areas or on any other Tenant lawn.
- 17) Dog & cats may sit with their owners & family on their own lots porch (front or back).
- 18) Urine stains and marks on established grass should be dug up quickly by dog owners and replaced with fresh topsoil (from the Landlords topsoil pile). If the Landlord must replace the area affected by the Tenants dog urine, than the Tenant will be charged a fee of \$30.00 per hour of service, with a half hour minimum service term.
- 19) Any Tenant with an existing resident dog must comply with these rules and schedule a "dog interview" with the Landlord.

H) GUESTS:

- 1) Tenants are prohibited from having guests stay for more than seven (7) days consecutively or cumulatively.

- 2) If there is a change in occupancy, the Tenant will give immediate written notice to the Landlord or management of this change.
- 3) Tenant guests must park in the visitors' area if there are two vehicles already occupying the Tenants driveway.

I) MOTOR VEHICLES:

- 1) Tenants may keep only registered and operative vehicles in the park. Inoperative vehicles must be repaired within thirty (30) days & the Tenant must notify the Landlord or management of the vehicle issue.
- 2) Visitor vehicles are not allowed to be stored at Charlotte Creek Mobile Home Park.
- 3) Vehicles which remain in the Park while in violation of a Park rule will be towed away at the responsible Tenant's expense or at the expense of the owner of the vehicle being towed.
- 4) A driveway is provided for each lot. Automobiles should be parked in their respective driveways.
- 5) Parking on established grass areas or lawns is prohibited.
- 6) The operation of unregistered vehicles, recreational vehicles, dirt-bikes and snow mobiles within the Park is prohibited.
- 7) Only licensed drivers are permitted to operate vehicles within the Park.
- 8) The speed limit in Charlotte Creek Mobile Home Park is ten (10) miles per hour. Tenants are responsible for their guests behavior, conduct and their vehicle speed limit within the Park.
- 9) Major repairs of automobiles and or placing vehicles on blocks for repairs or storage is prohibited in the Park.
- 10) Tenants or their visitors are not allowed to change their oil in their vehicles at Charlotte Creek Mobile Home Park.
- 11) Tenants or their visitors are not allowed to park on the lot concrete patio.

- 12) Tenants are not allowed to use their automobile horns at the Park unless it is for an emergency warning.
- 13) Tenants are allowed two (2) permanent vehicles in their driveway.

J) MAINTENANCE OF MOBILE HOMES:

- 1) Proper placement of the Tenants mobile home on the property must be in accordance with instructions and direction by the Landlord.
- 2) Each mobile home must be fully skirted within thirty (30) days of arrival at the Park. All skirting must be approved by the Landlord or Park management before installation. The use of vinyl skirting is required and mandatory. All Tenant homeowners must keep their mobile home skirting in good condition. The skirting should blend well with the color pattern of the Tenants mobile home & be in harmony with the other mobile homes within the Park.
- 3) Tenants are not required to purchase their mobile home skirting from the Landlord.
- 4) If a mobile home is substantially damaged by fire or other natural causes, the Tenant must remove the damaged mobile home from Charlotte Creek Mobile Home Park.
- 5) Tenants are responsible for obtaining any permits, including but not limited to, building permits, inspection permits, registration, etc., as required by the Town of Davenport or any other governing agency. Tenants are responsible with furnishing Park management with copies of the permits noted above.
- 6) Tenants must wash the exterior of their mobile home, including steps, awnings, patio and their shed at least every two (2) years.

K) UTILITIES:

- 1) All Tenants are responsible for their own electric company account at their lot.
- 2) Tenants must post their lot number on their mobile home (minimum = 4" and maximum = 12").
- 3) Tenants are prohibited from using concrete blocks as steps leading into their mobile home. The steps must be factory manufactured or constructed using pressure treated wood.

- 4) Tenants are responsible for the maintenance and painting of their mobile home exterior steps. Steps must be painted at least every three (3) years.
- 5) Tenants must notify the Landlord if they intend to construct a storage shed at their lot within the Park. Each shed must be a pre-manufactured unit made of wood. If the Tenants wishes to construct their shed themselves then, their written plans must be submitted to Park management for approval prior to the start of construction. No more than one (1) storage shed is allowed per lot. The square footage of the shed can not exceed 120' and the height of the shed must not exceed eight (8) feet.
- 6) Any building additions or alterations to a residents' mobile home must be approved by the Landlord before construction begins. If the Landlord grants written approval then, work may be performed by the Tenant between 9:00am and 6:00pm.
- 7) All items, lawn mowers, tools, toys, sanding salt, bicycles and any other debris must be stored in the Tenants shed or otherwise kept out of sight.
- 8) All electrical repairs outside a Tenants mobile home must be approved by the Park's management before the commencement of repairs or work. The Landlord, Stephen T. Kiss, or Charlotte Creek Mobile Home Park is not responsible for any service charge of fee for subsequent work done in connection with unauthorized repairs.

L) **MISCELLANEOUS RULES:**

- 1) A service charge of Thirty (\$30.00) per hour will be assessed to the Tenant if Park management is required to perform any work to bring a Tenant into compliance with these Rules and Regulations.
- 2) Late charges for all bills will be charged at a rate of eighteen (18%) percent per annum.
- 3) No loud music, noise or disorderly conduct that annoys or disturbs the occupants of the Park will be permitted.
- 4) The Landlord reserves the right to evict any person, Tenant & their family, who becomes objectionable or creates disturbance.
- 5) Fireworks or any other explosives are prohibited in the Park.
- 6) The discharging of fireworks on the property is prohibited.

- 7) **Drunkenness, the use of illegal drugs, or immoral conduct, or an illegal trade or business will be cause for eviction of the Tenant and their family.**
- 8) **Campers, utility trailers, boats, etc., may be stored at the Park at an additional fee payable to Charlotte Creek Mobile Home Park. Please leave your written request in the Park comment box.**
- 9) **All park facilities are for Park residents only.**
- 10) **Tenant firewood for their wood stove or fireplace may be stored and stacked neatly in the rear of the Tenants mobile home.**
- 11) **Tenants will park their automobiles so as not to obstruct snow plowing, emergency vehicles, other Tenants or Park Management. Tenants may not use Park roads as parking areas.**
- 12) **Tenants may not litter the Park, including gum, wrappers, cigarette butts or other waste.**
- 13) **Tampering with utility fuses or electrical boxes is prohibited.**
- 14) **No business signs, professional or commercial or private are allowed in the Park.**
- 15) **Children under the age of seven (7) must be accompanied by an adult at all times within the Park. All children, including teenagers must not play or loiter on the Park streets by sundown.**
- 16) **Tenants must avoid unnecessary contact with Park employees, in order that the employee's work may be completed promptly and efficiently.**
- 17) **Any & all Tenants complaints to Management must be submitted in writing and signed by the complainant.**
- 18) **Park Management reserves the right to amend these rules & regulations at any time upon giving the Tenants thirty (30) days written notice.**
- 19) **All objects must be kept at least two (2) feet from any paved road within the Park.**
- 20) **If the Tenant has a service problem, please notify management in writing so that prompt attention may be rendered. If a Tenant calls the available Park phone numbers, they should leave a voice-mail or a text message.**

- 21) Exterior television antennas are not permitted in the Park.
- 22) Tenant mobile home owners are responsible for maintaining their own sewer and water lines (above ground lines & connections).
- 23) Tenants are responsible for their visitors, family members and any visiting pets. Stephen T. Kiss and or Charlotte Creek Mobile Home Park will not be held responsible or liable for any damages incurred by a visitor of a Tenant or a visiting pet.

M) **Liability:**

- 1) The Landlord, his employees', or family members shall not be responsible for any loss, expense or damage to any person or the property of the person / Tenant.
- 2) The Tenant agrees to hold the Landlord, Stephen T. Kiss, harmless from any liability arising from any negligent act or omission of the Tenant. The Tenant shall be responsible for all acts or omissions of his family and guests, their employees and invitees.
- 3) If the Landlord has to retain the services of an Attorney, because the Tenants defaults in performing any of the terms of admittance or Tenancy, promises, & conditions of this Rent Agreement, while being a resident of Charlotte Creek Mobile Home Park, the Tenant must pay the reasonable fees of such attorney and the Court costs & disbursements which are incurred.

Reminder to our Tenants:

In the case of an emergency relates to the Tenants loss of electricity, water pressure or the septic system.

In the case of the loss of water pressure, a Tenant should check with at least two (2) of their neighbors first to be sure of the specific water pressure issue.

Charlotte Creek Mobile Home Park's "Water System Operator" is Stephen T. Kiss, #NY0039828.

Mobile Home tie-down requirement shall be the responsibility of the Tenant mobile home owner.

Any disturbance, alteration & damages done to the lot of the Tenant will be the Tenants / mobile home owners' responsibility.

By signing below:

The Tenant agrees with the condition and terms of Charlotte Creek Mobile Home Parks' Rules & Regulations.


Tenant Signature


Date