

**PEACEFUL FLATS MOBILE HOME PARK, LLC
COVENANTS & RULES**

- (1) Peaceful Flats Mobile Home Park, LLC is a community exclusively for persons fifty-five years of age or over.
- (2) Tenants shall harbor no pets on premises unless granted permission by owner of Peaceful Flats Mobile Home Park, LLC.
- (3) Tenants agree that all individuals and residents residing at the dwelling must sign lease agreement.
- (4) Peaceful Flats is a retirement community and peace and quiet is a very important consideration. Tenants agree to keep premises in neat and orderly condition and shall not disturb neighbors by loud noises, parties or otherwise.
- (5) Any structure or installed equipment must be approved by the landlord as to location, condition and fitness to lot area. (This includes, but is not limited to, sheds and car ports).
 - a. A sketch with dimensions and location is to be submitted for approval. This will be compared with the lot plan.
 - b. You must have written consent of the park owner, before any work is started.
 - c. Contractor must be qualified, insured and licensed if required by the Town of Oneonta
 - d. Contractor must supply Certificate of insurance before work is started. Contractor is liable for any damages to park property

NOTE: All electrical, gas and cable transmission lines are 12" below the surface

YOU MUST HAVE PERMISSION TO DIG

- e. Hour & Days of construction are as follows
Hours: 7AM – 6PM Days: Monday – Saturday
- (6) Items such as lawn mowers, bicycles, garbage containers or any other misc. items, shall not be stored outside structures
- (7) Garbage is to be kept in suitable containers. Unreasonable accumulation of garbage or debris will not be permitted on the premises. Garbage disposals are not permitted to dispose garbage into sewer system.
- (8) Tenants agree to keep their lawns less than 2" in height, edges trimmed and flower areas weeded.

Schedule A

- (9) Location of garden plot must be approved by landlord. (Peaceful Flats Mobile Home Park, LLC - Owner)
- (10) All dwelling units must be adequately skirted in vinyl and shrubbery planted around skirting.
- (11) All vehicles are to be parked in designated parking areas and shall not be along street.
- (12) No inoperable vehicles are to be stored on premises or in parking areas.
- (13) No recreational vehicles shall be stored on premises or in parking areas (i.e. RV's, Campers, 5th wheels, and unregistered vehicles).
- (14) Vehicle parking is allowed only on tenant premises in the designated parking area. That typically means 2 vehicles per lot.
- Do not park in other tenant parking areas or premises without their consent and approval.
 - Do not block entrance ways to drive ways or access roads.
 - Please be mindful of your neighbors.
 - If you have guests and do not have room in your designated parking area, people may park at the recreation hall ("Our Place") parking area for a period of time **not** to exceed 24 hours. If there is a need to exceed that time, then the tenant must contact the Park Owner for permission to do so
 - Any vehicle parked at the recreation hall is done so at the vehicle owners risk and the owner will not hold Peaceful Flats Mobile Home Park, LLC or its owner, liable for any damage or issues that might occur.
- (14) Tenant shall not have guests under the age of 21 for a period exceeding two (2) weeks
- (15) Snow removal of parking area and walkways on premise shall be the tenant's responsibility.
- (15) It is understood that all electrical and gas lines are only twelve inches (12") below the surface and the tenant agrees not to dig without permission.
- (16) The dwelling shall not be sublet in whole or part without the express written consent of the landlord. (Peaceful Flats Mobile Home Park, LLC - Owner)
- (17) The premise is to be used for residential use only.
- (18) In the event the tenant desires to sell the dwelling unit, the following conditions apply:
- a. The park owner gets first refusal.
 - b. Continued occupancy of the lot is not guaranteed.

Schedule A

- c. The tenant acknowledges that there is no possession or right to the lot beyond this lease agreement.
- d. The landlord must approve the buyer.
- e. If the unit is sold without the landlord's approval of the buyer, the unit must be removed from the lot, as well as all sheds and other items that may have been added.

(19) Clothes poles are permitted but no clothes lines shall be hung between trees or other structures.

(20) Moving the unit:

- a. You must secure a release from the park owner.
- b. Only qualified moves are allowed to move the unit from the premises.
- c. Mover must provide Certificate of Insurance
- d. Mover agrees to pay for any damages to the property.
- e. Tenant agrees to leave the lot in pre-occupied condition

(21) Any labor performed by the park in making installations or repairs such as, thawing waterlines, air conditioning, heating units, lawn and driveway maintenance to your home, will be charged at regularly scheduled hourly rates plus any material required.

(22) Breach of covenants shall be grounds for:

- a. Removal from premises.
- b. Any legal expense incurred to remove tenant from the premises shall be borne by the owner of the unit parked on park property.
- c. The park may impose a lien on the unit until all expenses and bills are paid.

PEACEFUL FLATS MOBILE HOME PARK, LLC AGREEMENT

Agreement, made this ____day of _____20____, by and between PEACEFUL FLATS MOBILE HOME PARK, LLC, herein referred to as the landlord, and _____ herein referred to as the tenant.

WITNESSETH:

1. The landlord hereby leases unto the tenant premises in the Town of Oneonta, Lot # _____ (Also known as _____) located in the landlord's retirement mobile home park called Peaceful Flats Mobile Home Park, LLC at Country Lane, Oneonta NY 13820.
2. The landlord shall furnish the tenant:
 - (a) Water
 - (b) Sewer
 - (c) Maintenance of common area; and snow plowing access roads
 - (d) Garbage removal currently Monday of each week (Note: Removal following some a holidays, will be the following day)
3. The tenant shall be responsible for:
 - a. Utilities
 - b. Hook-ups
 - c. Maintenance of tenant premises (including: lawn area around tenant's dwelling, side walk, parking area on tenant premises)
4. The lease shall be for a term of one (1) year from date signed.
5. This lease may be cancelled by either party, by giving a ninety (90) day notice in writing.
6. The current monthly fees are as follows:

DOUBLE WIDE UNITS	\$325.00 (Base rate prior to STARS adjustment)
SINGLE WIDE UNITS	\$269.00 (Base rate prior to STARS adjustment)

NOTE: In 2016, the law changed regarding the STAR exemption. Instead of applying to your assessor for the exemption, you'll now register with New York State for the STAR credit. If you are eligible, you will receive a STAR credit in the form of a check directly from New York State. The dollar value of the credit will generally be the same as the property tax exemption. You may apply for STAR online at: <https://www.tax.ny.gov/pit/property/star/> or register by phone weekdays from 8:30 a.m. to 4:30 p.m. at 518-457-2036.

7. You will be given ninety (90) day's notice in writing of any increases in rental fees.
8. The monthly rental is to be paid on or before the first day of each and every month of the term. If rent is unpaid by the 15th, there shall be added to the rent for that month, a late charge of \$25.00. If unpaid for a full 30 days, the landlord shall be entitled to commence summary eviction proceedings under the NEW YORK STATE PROPERTY ACTIONS and PROCEEDINGS LAW.
9. Attached hereto and made part of hereof is Schedule A, Peaceful Flats Mobile Home Park, LLC Covenant & Rules.

Signature: Landlord and Tenant have signed this lease as of the date at the top.

LANDLORD:

TENANT:

