

**Wooded Estates
Lot Rental or Home Rental Agreement**

Property Owner: Wooded Estates
Business Manager: Jon Morris ~ 315-677-5444
Email: Jon@SunriseCommunitiesLLC.com
Property Manager: Jon Morris - mj@sunrisecommunitiesllc.com
Payment Address: Wooded Estates
PO Box 175
LaFayette, NY 13084

Today's Date:

Lease Effective Date:

This lot rental or home rental is for: 29 McCoy Road, Lot ___, Harpursville, New York 13787. This lease agreement is by and between, Wooded Estates (landlord under this Lease) and the person or persons designated below in the singular form as "Renter" (tenant under this Lease).

- A renter may NOT have a Felony conviction or been convicted of any degree of child sexual abuse.
- We require new residents to have a 650 credit score to purchase a home within the community.

1. RENTERS

Renter Name #1: SS#
Phone: Email:

Renter Name #2: SS#
Phone: Email:

Renter Name #3: SS#
Phone: Email:

2. LEASE RATES:

Security Deposit: **
Monthly Payment: *
Total Due Before Signing:

* Rent includes: trash pickup, sewer, street plowing.

*As of Jan. 2023 the above lot rental rate includes a discount of \$25 for paying online. If you do not pay online then please include an additional \$25 per month.

**Security deposit is to be used to offset any damage to the lot. Any remaining balance of security deposit will be refunded to tenant within 30 days of tenant leaving the lot. Security Deposit cannot be used for your last month rent.

Water is charged at a rate of \$5 per 1,000 gallons used. Billing quarters are January 1, April 1, July 1 and October 1. Water bills are always due on the 10th day of that billing quarter (January 10, April 10, July 10 and October 10). A 3% late fee will be assessed on the 11th day of the billing quarter for any unpaid balance. Water bills are considered additional rent. You will be charged whichever is greater, a flat rate of \$10/month or the actual usage. The January and April water readings will be estimated based on prior usage, and you will be billed for actual usage on the July billing. Initial water meter reading: _____

Homeowners: NYS STAR tax credit must be applied for by you. Call 518-457-2036 or go online to www.tax.ny.gov/star and click on **REGISTER**. This does not apply for renters.

3. RENTAL/LEASE TERM

- a. You are renting a Home and signing a lease. The lease begins on the first day of the month thru the last day of the month inclusively. You have the financial responsibility to guarantee the rent for every month of this lease. If you move or leave for any reason, you are responsible for the rent and any other charges for all the unpaid months.
- b. When approaching the end of your lease you must provide a 30-day written notice to terminate your lease agreement. If your 30-day notice is received after the 1st of the month then you are obligated for that month and the following month's rent.
- c. In order to be considered 'moved out' you must complete a walk through inspection and turn over the keys, including the mailbox key. If you do not complete this before the end of the month, then you are responsible for that entire month's rent.
- d. If you want to add or remove a tenant to the lease, and we agree with this modification, the cost to issue and updated lease/documentation is \$100 per occurrence. This is considered additional rent.

4. OCCUPANCY LIMITATIONS

The tenants that execute this lease are the only ones allowed to live in this home. Every tenant 18 or older must complete an online application which includes a background check and credit check and be approved to live in the community BEFORE moving into a home in the community. If a person other than those that completed the application and have been approved as tenants move into this home the existing tenants agree to increase their monthly rental rate by \$100/month. This is considered additional rent. In addition, we will begin the EVICTION process for all people IMMEDIATELY for this violation. You are responsible for all acts of your family, members of your household, and your guests.

5. PAYMENT OF MONTHLY RENT & LATE FEE

Your homesite rent is due on the first day of each month in advance. If your homesite rent is not received by the 10th day of any month, a 3% additional late charge shall be added to the rent. This is considered additional rent. The United States Postal Service postmark date or the electronic date stamp form electronic payments, shall rule if a late charge will be applied.

6. METHOD OF MONTHLY PAYMENT

We accept payment online via your bank account at no cost to you. We also accept credit cards however if you use a CC they charge a large FEE. If paying by check or money order, please make payable to; Wooded Estates, PO Box 175 Lafayette, New York 13084. You shall not pay the rent in cash. Make sure your name, address / homesite # are printed on your checks for proper credit. You shall not post-date payments. Tenant agrees to pay \$10.00 for sending a post-dated payment. This is considered additional rent.

7. EVICTION FEE #1

If the eviction process begins and you receive an eviction notice via a process server, the Tenant agrees to pay \$175.00. This is considered additional rent.

8. EVICTION COURT DATE & SERVING EVICTION PAPERS FEE

If the eviction process escalates to the point of setting a court date the tenant agrees to pay \$400.00. This is considered additional rent.

9. SHERIFF FEE

If a warrant of eviction was issued by the court, and if you have not moved out of your home forcing the community to seek a physical eviction by the sheriff then tenant agrees to pay \$300. This is considered additional rent.

10. BAD CHECKS

A \$35 charge shall be assessed for a dishonored check (aka a bounced check). If bad checks are received on 2 occasions, Wooded Estates shall no longer accept your personal checks, and all subsequent rental payments by you shall be by cashier's checks, money orders or certified personal checks.

11. GAS AND ELECTRIC

Tenant must switch their gas and electric into their name before your MOVE IN DATE. Tenant agrees to pay \$5 a day for electric and \$10 a day for gas for every day that the utilities are not switched into their name. This is considered additional rent.

Community Rules, Responsibilities, and Additional Charges

Note: All of these rules apply to home renters and home owners. You are responsible for maintaining the home during your stay. Please do not make the mistake of thinking you can live here and NOT maintain the home. We want a beautiful community and we need your help to make that possible. Thank you for helping.

Management Highlights :

- Violation notice \$25 - see item 12a
- Junk outside your home - 12b
- No Fences - see item 13-C3
- Service Calls \$75 per hour - see item 13-T
- Sewer Line - Sewer pipes under your home need to run down hill - see item 14-2
- 2 Pet Limit - see item 22
- 2 Car Limit - see item 16

12a. EXTERIOR OF HOME AND LOT - Violation notices: If the exterior of your home/lot/deck/shed or lawn is found to be in violation of community rules, you will be given a notice. This notice can be taped to your door, conveyed verbally, emailed or mailed. Failure to address violations in the allotted time will result in a \$25 CHARGE for any 2nd, and 3d, violations, etc. This is considered additional rent. Failure to address violations is grounds for eviction. If you have questions on your violation please call the office.

12b. UPKEEP AND CLEANLINESS OF YOUR RENTED LOT

Junk outside of your home on your rented lot is NOT allowed. Please call your manager, or email me, and we can arrange to assist you at removing your junk. Below is the cost per item for your discarded junk.

a. Couch	\$25	d. Chair	\$25	g. Box Springs	\$25
b. Mattress	\$25	e. Table	\$25	h. Air conditioner	\$35
c. Stove or Frig	\$25	f. Tires	\$10	i. Other items	\$25

13. RESPONSIBILITIES AND CHARGES:

A1. LAWN MAINTENANCE: You are responsible for all lawn care including WEEKLY mowing and trimming. Grass not to exceed 3"-4". Management reserves the right, but not the obligation to mow and to charge per mowing. A 12-hour notice will be given before management mows lawn. This is considered additional rent.

A2. TIRES can not be used as landscaping decorations. All tires must be removed from the homesite.

A3. Spring and Fall Cleanup: In the Spring and fall, you are responsible for raking your yard and around your home and removing the debris into a designated area or into the trash. If you do not cleanup we will issue a 24-hour violation letter and clean your yard at a minimum cost of \$75. This is considered additional rent.

B. GARBAGE AND REFUSE: You are responsible to place all garbage in plastic bags and stored in trash containers with lids. Trash containers/recycling bins are to be located in your shed, or behind your deck, not visible from the street or adjacent home if possible, except when set out the day they are to be picked up. For winter ease, you may keep your trash cans and recycle bin on your deck or in front of your deck from December 1 to April 1.

C1. SKIRTING: If wind, snow, or anything causes your skirting to become dislodged from your home (ie knocked in) then YOU are responsible for fixing the skirting by putting it back into its track and making sure it is plumb. This repair must be done immediately or we will fix it and charge \$75. This is considered additional rent.

C2. Fences of any kind are not allowed

C3. Carports of any kind are not allowed. A Carport could be approved based on your home site.

D. STORM DOOR: You are responsible to maintain the storm door in working order, able to latch shut, and kept closed when not in use. **It may not be tied 'open'** and attached to your deck.

- E. SHED: Every homesite must have a minimum 8' x 8' up to a 10' x 12' wood shed with shingle or metal roof (town building code must also allow this size). Location of shed MUST be approved before setting shed or you will be responsible for moving it. Homemade sheds, metal sheds, and multiple sheds are not permitted. Larger sheds must be approved by the home office in writing.
- F. FIRE: Open fires are not permitted on your lot or anywhere on the property at any time. In order to have a fire container, the distance between "fire container" and your home and your neighbor's nearest structure must be 20'. If you do not have this distance then your lot does NOT have permission to install a fire container. The only approved fire container is store-bought metal with elevated base, screened sides and a removable screened or solid top. The top must remain in place while the fire is burning. The fire must be small and remain contained in the unit and a parent/adult must be present at all times.
- G. SATELLITE DISHES/FIOS: Installation of all satellite dishes must be approved and the location confirmed in writing. In most cases we require dishes to be located at the rear of the home on a freestanding pole to avoid an unsightly Dish on the roof, and damage to roof. All cables from dish must be installed under the home and into the rooms from under the home. Wires are NOT allowed on the exterior of the home.
- H. MAIL BOX KEYS: Provided by Wooded Estates. Replacement keys are \$20 each..This is considered additional rent.
- I. VEHICLES THAT DRIP FLUIDS: Vehicles that drip oil, grease, gasoline, or other toxic substances are not allowed in the community. Storage of used oil is not permitted. If you damage the asphalt in front of your home by your cars dripping oils and gas, Tenant agrees to pay \$200 in repair cost. This is considered additional rent.
- J. DECKS: Residents shall keep their deck clean by washing annually by June 1 to remove any slippery mold.
- K1. DECKS Resident shall not hang towels, rugs, blankets, wearing apparel, laundry, etc. on deck or about the outside the home. Only well-maintained patio style furniture and barbecues may be used or kept outside of the home. Storage of returnable bottles, cans, boxes, appliances, tires, bicycles, or any other debris may **NOT be kept on** the patio, deck, or around the home site, but must be kept in a shed or otherwise kept out of site. Every evening home sites must be picked up of all children toys and any yard or deck clutter.
- K2 SIDING: Residents are required to wash siding and skirting annually to remove mold etc.
- L. WINTER PREPARATION:
- Between - November 1st - April 1st all air conditioning (AC) units must be removed from windows.
 - Between December 1st - April 1st of each year your deck must be cleared off of all items including outdoor furniture. These items may be stored behind your deck during the winter season. As the snow piles up, keeping your deck clear for emergency services (EMS/Fire) is required. You may keep your trash cans and one (1) recycle bin on your deck from December 1 to April 1.
 - HEAT TAPE: Working heat tape on your home's incoming water pipe is required. Running your taps to prevent freeze-ups wastes water, strains the community pumps and **is not permitted**. Your home and heat tape are engineered to prevent freezing. A \$20/month charge will be applied October - April (\$140 total) to all homes that do not have a working heat tape. This is considered additional rent.
- M. DRIVEWAYS AND WALKWAYS: Tenant is responsible for all driveway and walkway maintenance including but not limited to snow and ice removal, and weed removal.
- N. RESPECT OTHERS PROPERTY - No one is allowed to "cut through" another tenants yard without their permission. Please control your children.
- O. OUTDOOR ITEMS PROHIBITED: Farm animals, feeding of animals outside the home i.e. bird feeders, dog/cat food dispensers etc. metal swing sets (heavy duty wooden swing sets are allowed) Trampolines, pools of any size, car washing, wood pallets, tents, forts, RV's, boats, tow behind trailers, snowmobiles, 4 wheelers, mopeds, mini bike, remote controlled gas cars or electric toys, air rifles, BB guns, pellet guns, guns, bow & arrow, paintball guns, CO2 guns, fireworks, bike ramps and jumps, garden hoses for water play, burn barrels, and the operation of these items are not permitted on your leased lot or the community roads. Clothes-drying pole, of umbrella type, is permitted and must be located in the rear of your home site.
- P. SEWER LINES: tenant is responsible from the home to the connection to the community sewer connection point (the main line). If there is a septic clog and you call us to your home and it is determined that the issue is within your area of responsibility, you will be charged a \$75 per hour plus \$75 tool fee. This is considered additional rent. We do not unclog or repair sewer lines if the issue is above ground. You are responsible for all above-ground repairs.
- Q Tenant further agrees to refrain from flushing foreign matter down the toilet and or sinks. All non-biodegradable substances such as; WIPES, sanitary napkins, tampons, condoms, grease, paper towels, cat litter, plastic bags, rags, sweepings, etc. Tenant will be responsible for all costs associated with repair of sewer lines or systems as a result of this violation.
- R. WINDOWS: All broken or missing windows must be replaced immediately.

- S. Interior window coverings must be functional 'blinds' (hanging/accordion/panel type). Broken blinds, bedsheets, cardboard, opaque plastic, etc. are NOT allowed as window coverings.
- T. SERVICE CALL - If you require our maintenance personnel to assist you, and if we are able, our billing rate is \$75 per labor hour plus parts, plus a mileage rate of \$1.00 per mile and labor for picking up parts. This is considered additional rent.
14. HOME OWNERS
1. SKIRTING - If your skirting is worn out, hole filled, or cracked then the skirting must be replaced with new vented skirting per the Wooded Estates guidelines which are available on the website.
 2. SEWER LINES - must be checked annually. First, your sewer lines must be supported from the underside of your home and NOT from the ground with rocks or concrete blocks. A positive pitch flowing into the communities sewer system of 1/4" per foot must be maintained.
15. HOME RENTERS
- Command strips are the only approved method of hanging items on walls.
 - You are not allowed to use nails, tape, thumb tacks etc on any walls.
 - You are not allowed to repaint any room unless you have written approval from Wooded Estates.
 - We will provide window blinds for your windows. If you damage for break a blind you are responsible for replacing them and installing them. The cost of a blind is under \$15. No sheets or other materials can be used in replacement of blinds. This is considered additional rent.
 - You are not allowed to drill holes or use nails/screws to mount blinds, shades, or curtains on any door.
 - SMOKING INSIDE HOMES is not allowed. If you rent your home or are on the Lease with Option program a smoking violation will cost you \$2,000 in damages. This additional rent is to cover repainting and fumigation
 - Home Inspection - We will inspect this home at 30 days from the date of this contact execution, and then every 90 days to ensure the homes are kept clean and in good condition. Homes that are not clean and well-kept is grounds for eviction. You must own a vacuum.
16. VEHICLES & PARKING
- Do not park in the streets overnight **in the winter** or at anytime if the plow is plowing.
 - Residents are not allowed to store, park, or operate a vehicle that has an expired registration, expired inspection, or has no valid license plates, including motor homes and trailers.
 - All vehicles must be operational (ie. a registered car that has a flat tire is not operational)
 - Unlicensed/unregistered and/or non-working vehicle will be charged \$8 per day as storage fee. This is considered additional rent.
 - Speed limit is 10 MPH in the community. Eviction proceedings may be commenced immediately against any violator of the speed limit.
 - Excessively noisy vehicles are not permitted. Vehicles must be adequately muffled. Drivers are not allowed to play car stereos so as to interrupt others quiet enjoyment.
 - Maintenance, repair, or work of any kind on vehicles, boats, recreational vehicles, or trailers must be done within 8 hours and must NOT be jacked up overnight.
 - Parking on grass is not permitted. Park all vehicles on driveways only. Have visitors park on the edge of the streets.
 - There is a 2 car limit per home.
17. CHILDREN
- Children must be quiet and orderly and not allowed to play in the street, on other resident's property, on vacant spaces, or cut through other tenants homes sites. Please no bike riding at the community entrance(s).
18. TENANTS INSURANCE ON MOBILE HOMES
- a. We recommend tenants to carry renter's or homeowner's insurance. If you are in a LWOTP you are required to carry insurance. If your insurance lapses then we will bind the insurance coverage and charge your account that amount plus a \$75 handling fee. This is considered additional rent.
 - b. FUEL STORAGE (OIL or KEROSENE):
 - o FUEL TANKS (OIL) are not allowed in Wooded Estates. If you sell your home a condition of sale will be the replacement of any oil furnace and oil tank with a gas/propane system.

- The home hitch must be removed and put under home. If hitch is welded to frame then it must be cut off.
- Only 1 shed is allowed. The shed can not be metal. It must be wood frame construction, wood siding OR VINYL, shingle or metal roof and a minimum 8'x 8' - 10' x 12'.

26. This contract may have a Lease Addendum which would list additional requirements that are to be completed as a condition of this lease. This lot lease will be considered null and void if the Lease Addendum is not signed and executed and/or the items on the addendum are not completed.

27. If any portion of this Lease shall be deemed to be unenforceable or invalid, by any Court of competent jurisdiction, it shall not affect the validity of effectiveness of the balance of this Lease.

The renter(s) acknowledge that he/she (they) has read all the terms of this lease and agrees to comply with all of the terms. The parties hereto have executed this lease the day and year written and intend to be bound by this.

X _____

X _____

X _____

X _____
Landlord

Jon Morris - Landlord