

## *Riverside Village Community & Tenant Agreement*

We and our residents are proud of the reputation we enjoy in the community. Riverside Village is a place where our residents can live and entertain their guests with comfort and dignity. Only with the help and cooperation of all residents and guests is this possible. Your adherence to the rules is, therefore, vital. Thank you for your help and cooperation. The management is not responsible for damage, injury, or loss by accident, theft or fire to either the property or person of any tenant or guest. Persons using facilities in the community do so at their own risk.

### **Community Standards & Tenant Agreement**

#### **RENTS**

- A. All residents and prospective residents of our community are required by NY State Real Property Law Section 233 to sign either a yearly lease or a month-to-month rental agreement. The Lease or Agreement will list the names, ages and relationship of all individuals who will reside in the resident's or prospective resident's home.
- B. All residents of our community over the age of eighteen (18) must acknowledge by personal signature that they have received and read the Tenant Agreement. The Tenant Agreement shall be binding upon each person who owns or occupies a home located in our community.
- C. All rents are payable in advance in accordance with the current Rate Schedule. Rents are due on the first of each month and must be paid by the tenth. Persons who have not paid by the tenth of the month are in violation of the Rental Contract and are subject to a late charge as set forth in the most current Rate Schedule.
- D. Non-collectable checks will be assessed a charge in accordance with our current Rate Schedule.
- E. Subletting of a home is permitted the tenant must be approved by management.
- F. NYS Law allows residents with a Lease a 90 day eviction policy.
- G. Residents without a Lease or those in violation of the Community & Tenant Agreement are subject to eviction in 30 days in accordance to NYS Law.
- H. All issues or questions are with the Community Manager. Any further questions may be addressed with the Main Office at (607)432-0823.

#### **DEFAULT/ABANDONMENT**

- A. If a resident defaults in the payment of rent or any other term or condition of

this Rental Contract, Management may give the resident written notice to cure such default. If the resident fails to cure such default, management will elect to terminate the Lease. If the resident has a Month-to-Month Agreement the Management can elect to evict in 30 days.

## LEGAL FEES

- A. In the event that there is a default under this agreement and it becomes necessary for either party hereto to employ the services of an attorney either to enforce or to terminate this Rental Contract, with or without litigation, a court of law may award the successful party their reasonable attorney's fees and, in addition, such reasonable costs and expenses as are incurred in enforcing or terminating this Contract.

## OCCUPANTS

- A. Riverside Village **must** report regularly to NYS of the names of all residents in each home in the community. This reporting is mandatory and obvious for immediate emergency notifications.
- B. Residents **must** register all guests staying in excess of 14 days with the Manager. **Failure to register extended guests is a violation of our agreement.**
- C. Management will notify the proper authorities should the occupancy of a home exceed the current Health CodeGuides.
- D. Management reserves the right to reject visitors who violate federal, state, county or local laws, ordinances or courtorders.
- E. It is the responsibility of each resident to control his or her visitors and to ensure that they abide by all community guidelines.
- F. No visitor can become a resident without approval of Management.

## SERVICE

- A. Residents may invite to their homes such vendors as tradesmen, deliverymen, servicemen, or suppliers of various goods and services. They may purchase goods and services from such vendors of the residents own choosing. Before any such tradesmen, deliverymen, servicemen, or suppliers shall enter upon or commence work at our community, residents must require that any such individuals exhibit to the Management proof of liability insurance and workers comp., which is adequate to Management and NYS. Vendors will not be permitted to solicit in our community. Residents are requested to notify the management immediately if vendors are attempting to solicit on the premises.

- B. No soliciting or commercial enterprises are allowed in the community without the written permission of the Community Owners. This includes Daycares.

## PETS

- A. It is the intention of Park Management to have a pet-free park. However, we realize that a pet is often an important part of a family. In order to allow prospective residents of our community who already have a pet to continue to enjoy their pet, the Community Owner may at its discretion, permit these perspective residents to reside in our community with their pet. If the Community Owner allows a dog, it **cannot be over 15 lbs. (pounds)**. **Specific breeds of dogs will not be permitted.**
- B. Anyone owning a dog **must** to maintain a liability policy for the animal with the community listed on the policy
- C. All pet owners **must** clean up after their pets, when walking around the park with them.
- D. All pets, including cats, are to be kept indoors at all times unless leashed and attended.
- E. Animal control will be contacted for any free roaming pets.
- F. Pets belonging to visiting guests are to be **approved by Management for:**
- Breed
  - Size
  - Current Shot Record
  - Current Licensing
  - Length of Stay in the Park

Management reserves the right to reject any visiting pets at all times.

- G. There is **ABSOLUTELY NO** Pet Day Care allowed.
- H. No outside cages or kennels are allowed to be used as an enclosed area for any dogs.
- I. Assistance/Emotional Support animals **must be registered with the community. Documentation is needed to be on file and updated annually.** Contact the Main Office with any questions.

## UTILITIES

- A. Water faucets are **not** to be left running for any reason. Leaking faucets and toilets are to be repaired immediately
- B. Any resident experiencing **low water pressure, suspect's leaks or sees bubbling from the ground should report this to the Community Manager immediately.**



- C. To insure an adequate water supply, water hoses are to be used only for watering flowers, shrubs and plantings other than grass. Requests for water newly seeded lawns will be considered individually. Should watering be authorized, it must be discontinued as soon as the lawn establishes. If you use a hose, it must be equipped with a "gun" type nozzle which will shut the water off when released. In order to have some measure of conservation, odd numbered sites may use hoses on odd dated days of the month and even numbered sites may use hoses on even dated days of the month. Hoses must be put away when not in use.
- D. There is absolutely no washing of vehicles in the park. A surcharge will be charged for those misusing the privilege of having a water hose. The charge will be as set forth in the most current Rate Schedule.
- E. No swimming pools, kiddy pools, sprinklers, garden ponds, water slides or water hose toys are permitted at any time.
- F. Personally owned or leased water softeners are not permitted. Replacement cartridge type water conditioners, such as those supplied by Culligan, which do not use water and salt to regenerate, are acceptable provided that they are installed inside your home.
- G. Popsicle sticks, disposable diapers, wipes, sanitary napkins, Q-tips, grease, cigarette butts/filters, human/animal hair, kitty litter, rubber products and paper towels are some of the articles that cause clogging of the pipes and do not breakdown in the sewage plant. They all belong in the trash, not in the toilet. The cost of opening up any home's underground sewer pipe, where clogging can be traced to carelessness of the resident, will be charged to the resident. **Payment will be due in full immediately!**
- H. Homeowners are responsible for maintaining their own sewer and water lines at all points above ground. Heat tapes must be used on water lines during the winter and should be turned on by October 15<sup>th</sup> of each year.

## HOME & SITES

- A. Sites will be seeded only once by the management. Residents desiring to improve their lawns do so at their own expense. Management approval is needed for any type of plantings.
- B. There are numerous underground pipes, cables and wires on each site in our parks. Residents must get management approval in writing before digging holes on their sites. This also refers to Cable TV, Dish TV and Direct TV. **REMINDER: These businesses have to have submitted workers comp and liability insurance at our main office prior to any digs. 1-800-UDIG must be notified to mark underground utilities prior to digging.**
- C. Construction of any kind must be reviewed by Management and approved prior to any related work being started. The community is private property and must conform to the local ordinances and laws. If your project is approved by Management, the proper permits and liability insurance must be secured at the

expense of the homeowner.

- D. Lawns must be kept trimmed and mowed. Lawn mowing is prohibited before 8am or after 8pm. Residents must trim the grass around their homes, sheds, tanks and all plantings on their sites.
- E. Annuals and perennials may be planted at the discretion of the resident. Hardy plants, shrubs and trees may be planted by written permission only. Once they are planted they may not be removed but become part of the park.
- F. Garden ponds are not permitted.
- G. No fences, penned areas or stakes are allowed at anytime.
- H. Do not use the dumpster to dispose of grass clippings and leaves. When you wish to dispose of these items, please inquire with Manager.
- I. Lawns and sites must be kept in good appearance by the residents at all times. The Management reserves the right, without liability to itself, to enter the premises of any home site, **after notice**, to perform any necessary actions such as mowing and trimming, to keep the site up to community standards. Any charge for labor is the responsibility of the resident and is due in full immediately.
- J. Parent(s) must not permit their children or guests to play on, or trespass on the site of any other resident, unless permission has been granted. No resident or guest is allowed to wander through any other tenant's yards or lots without permission from that other tenant.
- K. The Management will determine the location of all central air conditioners.
- L. The exterior of each home must be maintained in good appearance and must be washed or repainted as necessary. Any change in the exterior color of a home or appurtenant structures including, but not limited to, utility buildings, decks, awnings, awning room enclosures, steps, and skirting must be approved in writing by Management and the colors must be complimentary to the home. Management reserves the right to require reasonable repair, maintenance, and improvements of any home. Notify Manager before washing your home.
- M. Brooms, Shovels, lawnmowers, gas cans, containers, toys, and other items of this nature are not to be left or scattered in your yard. Sheds are preferred for these items but if you don't have a shed, you should utilize the space under your deck or steps. If your home already has a wood stove, pellet stove or wood burning fireplace the storage of these materials is not permitted on your patios or decks. These materials must be in a shed.
- N. Residents are responsible for the removal of snow from their walkways and parking areas.
- O. Only umbrella-type wash lines are allowed on home sites. Clothes must be taken



down as soon as they are dry. No clothes are to be hung or left hanging on Sundays and Holidays. The management will determine the location of the clothes pole for those residents wishing to install one.

- P. All homes must be completely skirted with management approved skirting. If skirting is removed to gain access to the area under your home, please replace it as soon as possible.
- Q. Outside television antennas are not permitted. Citizen Band radio operators who are licensed by the Federal Communications Commission (FCC) may install one single element vertical antenna on their home. Directional antennas, beams, ground-plane antennas, phased arrays, buried radials and/or reflectors, and top mounted capacitive loading devices are not permitted. An installed antenna may not exceed one quarter wave length in total length. The antenna may only be stored on the roof of your home and must be self-supporting. The bottom of the antenna must be within 12 inches of the roof. No towers, guy-wires, or any other supporting structures are permitted. Antennas requiring loading coils must be approved by the management prior to installation. Requests for permission to install an antenna for other radio services will be considered individually. Any Citizen Band operation causing interference with the cable TV system or any other FCC controlled service will be immediately discontinued.
- R. Be sure that all plastic used to cover air conditioners, picnic tables, etc. in the winter is tied down securely and neatly.
- S. In order to have uniformity in our community, sheds, and awnings will have the following restrictions:
- One (1) shed is allowed per lot; Only wood sheds are allowed and they must be 10'x10'x8' in size and are the only sheds permitted
  - Awnings, windows, and door canopies are to be manufactured type. i.e., Durabilt, Silver Top, etc
  - No homemade awnings, windows, and door canopies are allowed.
  - Acceptance of shed and placement is up to management discretion.
  - Seasonal enclosing of awnings is strictly prohibited.

## **VEHICLES AND PARKING**

- A. The speed limit in the community of 10 mph must be observed at all times. The management reserves the right to immediately eject from a site any person caught driving recklessly in the park. Repeat violation of the speed limit by resident or guest may result in eviction from the park.
- B. Vehicles shall be parked only in designated areas. Two (2) parking sites per home. There is no parking on lawns or along roadside. There is guest parking available for that purpose.
- C. Commercial vehicles, other than pick-up trucks, may not be parked in our community except for purpose of loading and unloading. This includes taxis and

company vehicles.

- D. Putting up your own signage or marker cones to give you more driveway or road and/or restricts the road traffic in any way is not permitted. All signage is the Management's discretion.
- E. Unregistered motor vehicles of any kind are not permitted and will be towed away at the owner's expense, **IMMEDIATELY**. If a registered motor vehicle sits unused or becomes inoperable, it must be removed from the community upon notification.
- F. Major vehicle repair work and spray painting is prohibited. There is absolutely no vehicle repair work to be done for non residents.
- G. Any vehicle which drips oil, gas or any other kind of fluid must be repaired immediately and the resident will pay for damages caused by the drippings.
- H. Mufflers must be maintained so as not to cause any unnecessary noise over and above the noise that was created by the vehicle's original equipment.
- I. Blowing of the automobile horns, other than in an emergency, is prohibited. Do not use your horn to announce your arrival or departure.
- J. Travel trailers, boats, campers, plows and the trailers used to haul these similar vehicles are not allowed in the community. There are **NO PARKING** of these types of vehicles on individual tenant lots whether occupied or unoccupied lots. If your community has a designated storage area, contact Manager for storage rates. If you must park a camper in your driveway to load or unload, it can be there one (1) day **ONLY**.
- K. Motorcycles, ATV's, dirt bikes, mopeds, minibikes, motor scooters and snowmobiles are prohibited at all times. Motorcycles (**ONLY**) may be permitted at Managers written and visual approval on an individual basis.

## **SALE OF HOMES**

- A. All residents must notify the Manager in writing at least one (1) month in advance when planning to move from the park. Residents are held responsible for damages caused by moving companies, to the park lawns, landscaping and other property including the water, septic pipes and any electric connections. The company that will be moving the home out of the park **MUST** provide the **OFFICE** with the proper scheduling of move, workman's comp, and liability insurance forms prior to removal of the home.
- B. Homeowners selling their homes shall have any potential purchaser who wishes to have the home remain in the park complete an application provided by Management. The potential purchaser must comply with the following requirements:
  - A satisfactory credit report is necessary before an application can be approved.

- The prospective purchaser qualifies as a resident of our community.
- The prospective purchaser complies with all community entry requirements, including, but not limited to, the signing of a lease and/or all other required documents. Management, at its option, may accept an assignment of the existing lease for the balance of its term in lieu of a new lease.
- All of the foregoing shall be fully complied with, prior to consummation of the resale and the taking of occupancy by the purchaser.
- For sale signs will be no larger than 4 sq ft (2x2 ft). These signs cannot be in place longer than 45 days. Park Manager will be keeping track of signage and the length of time. Signs will be allowed to be put back up after a period of 60 days.
- In all events, the homeowner agrees that the home will not be sold, removed, or put into possession of any other party, until all rent or other charges are fully paid, or proper arrangements have been made to secure payment, and all defaults (if any) by the homeowner have been fully cured, all to the satisfaction of Management.

## MISCELLANEOUS

- A. Firearms, air rifles, BB guns, bows, arrows, paintball guns, slingshots, cap guns and fireworks may not be used anywhere on the premises.
- B. Remote control ground vehicles are only to be used in your own yard or driveway. Remote control planes, drones and other aircraft are prohibited on the premises. Motorized ride on toys are only permitted in your own yard.
- C. Skateboards, scooters, roller blades and any large plastic ride-on toys are only permitted in your yard. All these toys must be put away and out of the yard when not in use.
- D. Trampolines are prohibited at any time.
- E. Basketball hoops cannot overhang the park road; see Management for placement. Tents are permitted; see Management for placement.
- F. Open fires are prohibited. Open fires include leaf burning and wood fires on the ground or in containers. The term "open fires" does not include charcoal burned in charcoal grills nor does it include gas grills. It **does include** wood burned in charcoal grills.
- G. Do not use community roads, parking areas, or fields to dispose of cigarette butts, gum wrappers, or other waste. Take it with you to be disposed of properly.
- H. Garbage must be put in plastic bags, securely tied for disposal and then placed in a garbage can with a secure top (lid). This keeps the animals from ripping open the bags. **Our garbage collectors will not pick up opened or torn bags.** Paper, magazines and other cardboard can be in a larger cardboard box. **Regular household garbage ONLY.....NO appliances, furniture or electronics of ANY kind is permitted**



- I. Anyone damaging the property of the community will be charged the cost of repairs and is **due in full and immediately**. Residents are held responsible for their visitor's actions.
- J. Management reserves the right to evict any objectionable person or persons who cause a disturbance or become a nuisance.
- K. The use of profane, loud or boisterous talk or laughter, or immoral conduct will not be tolerated. Disturbing noise is not permitted at any time.
- L. Do not take any materials from the Managements stockpile.
- M. The Management reserves the right to decline to allow any space to be occupied.
- N. If a resident observes a violation, please contact your Manager.

#### **In Closing**

1. Community Standards & Tenant Agreement applies equally to all residents. There will be **NO** exceptions.
2. Complaints of any nature shall be submitted to the Management in writing and must be signed
3. This agreement shall be interpreted under the laws of the State of New York.
4. In the event that more than one person shall be or become the homeowner, then the obligation of the homeowner shall be deemed to be the joint and equal obligation of each such person.
5. If this agreement becomes declared null and void, or unenforceable for any reason whatsoever, the remaining rules, or portions thereof, shall remain in force and be unaffected by such declarations.
6. Whenever a noun or pronoun referring to the parties is used in any particular gender of number, it shall be understood to mean any other gender or number as the circumstances may require. The terms homeowner, tenant and resident are used interchangeably as circumstances require.
7. The Management reserves the right to change and amend these rules and regulations and to make additional ones in accordance with the laws of the State of New York.

The rented/leased premises shall be occupied by the following persons only:

Name / Age	Relationship
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

We discourage pets in our Community, however, if you already have a pet in your home please list all **including breed, color, age and weight. No pets over 15 lbs & specific breeds are allowed**

\_\_\_\_\_

This is your Rental Contract/Park Rules that contain the entire and complete understanding of the parties. There are no compensations, warranties, or promises, covenants or undertakings other than the expressly set forth herein. By signing this paper, you agree that you have received the Park Rules and understand that you must adhere to them in full.

Tenant1: \_\_\_\_\_

Tenant 2: \_\_\_\_\_

Management: \_\_\_\_\_

Date: \_\_\_\_\_

Any questions regarding the Park Rules should be addressed by calling the office at

607-432-0823 Monday thru Friday 9am-5pm

**RIVERSIDE VILLAGE**  
c/o Latham Oneonta Mobile Homes  
6225 State Highway 23  
Oneonta, New York 13820  
Phone: (607) 432-0823

### Application for Park Tenancy

SEPARATE APPLICATION REQUIRED FROM EACH APPLICANT AGE 18 OR OLDER

THIS SECTION TO BE COMPLETED BY LANDLORD	
Address of property to be rented:	2954 ST HWY 28, Portlandville, NY 13834 LOT# _____
Rental Term:	_____ Month-to-Month (beginning) _____ _____ Lease (from) _____ (to) _____
<b>Amounts Due Prior to Occupancy</b>	
First month's Rent.....	\$ _____
Last month's rent.....	\$ _____
Credit check Fee.....	\$ _____
Other (specify).....	\$ _____
TOTAL.....\$ _____	

**APPLICANT (all \* info in this section is mandatory for credit check)**

\*Full Name including all names you use (d) \_\_\_\_\_

\*Home Phone: ( ) \_\_\_\_\_ \*Work Phone: ( ) \_\_\_\_\_

\*Social Security Number \_\_\_\_\_ \*Date of Birth \_\_\_\_\_

Driver's License Number/State \_\_\_\_\_ License Plate Number/State: \_\_\_\_\_

Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_

Year of Home: \_\_\_\_\_ Make of Home: \_\_\_\_\_ Size of Home: \_\_\_\_\_