

Spring Hill Park
A Private Residential Community
1839 South Road Wappingers Falls, NY 12590
845-298-2927 fax 845-298-7826
info@springhillparkllc.com

RULES AND REGULATIONS

1) The ATTACHED RIDER SETS FORTH the RIGHTS AND OBLIGATIONS OF PARK OWNERS / OPERATORS AND MANUFACTURED HOME TENANTS / OWNERS UNDER THE REAL PROPERTY LAW.

- A) The Tenant named in the lease hereby acknowledges the lease rider's receipt for the above housing accommodation.
- B) **This must be signed and returned.**
- C) **We must register with the State every six months the following information:**
 - **any resident over the age of 18.** This does not bind the Tenant to the lease terms unless the Tenant also signs the lease.

2) RENT

- A) **Rent shall consist of Base rent and Taxes**
- B) Your Real Property Tax and School Tax (if applicable) will be divided (rounded up to the nearest full dollar amount) into monthly payments spread out over the lease period so as not to create an undue burden for Tenants having to pay a lump sum.
- C) **Rent is due on the first day of each month** in advance. Under Real Property Law, RPL -233 persons who have not paid in full by the tenth of the month will be charged a late charge of three percent (3%).
- D) You will receive a statement at the end of the year showing how much you paid in taxes for income tax purposes.
- E) We encourage all tenants to apply for this credit which may rebate a portion of your school tax burden. Information regarding the Star program can be found at <https://www.tax.ny.gov/pit/property/star/>
- F) All sums of money which, under any clause in this agreement, may be due from the Tenant to the the Community shall be considered additional rent and shall be paid to the Community at the time the Tenant shall be required to pay rent.
- G) All payments will be applied to the oldest monies due.
- H) Checks are to be made out to Spring Hill Park and should be sent to Spring Hill Park, 1839 South Road Wappingers Falls, NY 12590. Acceptable payment forms are checks, money orders, bank checks, and certified checks unless you have been notified otherwise in writing.
- I) Non-collectible checks will be assessed a charge per our Fee Schedule see "Attachment "A.""
- J) Furthermore, all future rent must be paid by money order or certified check.

3) LEASE

- A) This lease offer must be received in our office no later than MARCH 9, 2024
- B) Acceptance of this lease affords the Tenant rent stability for the lease term. Non-acceptance results in a month-to-month tenancy with no protection granted to those who sign the lease.
- C) All residents must be listed on the lease page. If someone moves in during the lease term; Spring Hill management must be notified in writing. Failure to do so may result in eviction.
- D) Occupancy limitations are established Under the NYS housing maintenance code; each person living in the home must have a livable area of no less than 80 square feet. So, the maximum number of people who are legally allowed to occupy a mobile home, apartment, or condo is determined by dividing the total livable floor area of the dwelling by 80 square feet. The "livable floor area" of the apartment does not take into account the area of private halls, foyers, bathrooms, or closet space, but it does include the kitchen. For example, the following mobile home has approx. 721 sq ft of living space divided by 80 = 9. So, 9 people can live here by NY State law.
- E) All legal *fees incurred by Spring Hill Park that are a result of legal proceedings against Tenants that are the default of this lease will be imposed on said tenants.
- F) There will be a charge of Five Dollars (\$5.00) for additional copies of the Rules & Regulations and/or the lease signature page.
- G) Leases do not survive the homeowner of record. Nor can you gift your lease /lot to another person.

4) REGISTRATION

- A) Tenants must register all guests staying over 2 weeks with the community office. Failure to register extended guests may result in eviction from the Community.
- B) Tenants shall register their vehicles with the Community office upon signing the lease and/or when a new vehicle is brought into the Community.
- C) Subject to Section "D" following, except for new spouses or after newborn or adopted children, only those persons listed on the Tenant's lease signature page may reside at the premises.
- D) In all and any event, no more than persons listed on the rental application plus one shall reside at the premises at any time.
- E) *The Community Office should have a valid contact number to reach Tenants at all times. It is the Tenant's responsibility to provide the Community with a valid number and inform the Community Office if the number changes.

5) GENERAL

- A) The Community reserves the right to evict a Tenant if their conduct is deemed to be detrimental, hazardous, or incompatible with the interest and/or welfare and peaceful environment of the Community, such as but not limited to, the use of firearms, violent or abusive conduct, public drunkenness, possession of narcotics or any illegal substance, and/or conviction of Felony.
- B) Tenants shall be held responsible for any damage caused by their children, their guests, etc.

- C) The Community assumes no liability for loss caused by fire, accident, or other causes within the Tenant's Lot. Tenants should adequately insure their homes, contents, and liability. Tenants should purchase Home Owner's Insurance, name the Community as additional insured and supply the community with a Certificate of Insurance.
- D) Children are not permitted to play near storage areas, machinery, and/or construction areas, and it is strictly enforced for everyone's protection.
- E) Working parent Tenants are reminded that neither the Community nor the Tenant's neighbors are responsible for watching children. Parents shall at all times make appropriate arrangements for the proper and adequate supervision of their children/grandchildren.
- F) Community Curfew for minors is 10 pm - 6 am daily. All minors must have a parent/guardian with them during this time.
- G) Firearms, air rifles, BB guns, bows and arrows, paintball guns, and slingshots may not be used on Premises.
- H) No open fires are permitted. 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 or gas grills. **It does include wood burned in charcoal grills.**
- I) No fire pits, either wood burning or gas, are permitted.**
- J) No soliciting is allowed on Premises without the written permission of the management.
- K) Spring Hill Park is a residential community. Tenants must comply with the zoning regulations of the town.
- L) Before starting all projects, you should contact the Town Hall at (845) 724-5300 to inquire if you will need a building permit.
- M) No materials are to be taken from Community stockpiles without permission.
- N) Do not use the dumpster, woods, or other Premises areas to dispose of grass clippings, leaves, or brush. These items will be collected on recycling day or may be brought to a recycling center. These items must be placed in proper disposal bags. Please check the pick-up days
- O) Tenants must not dispose of anything by throwing it into the pond. There is no access permitted to the pond for fishing, ice skating, swimming, or any other reason.
- P) The Town Emergency Response System requires that all homes have their street or site number visible from the road. Numbers should be four (4) inches high and face the road.**
- Q) Community Rules apply equally to all Tenants. Please do not ask us to make exceptions.
- R) Complaints of any nature shall be submitted to the management in writing and signed. Sufficient information, including names of persons involved (if any), must be supplied so that we may act on any complaint. Verbal complaints will not be acted upon.
- S) Skateboards & Hover Boards are not permitted anywhere on the premises.

- T) Bicycles, including those ridden by minor children, must follow the same road rules as automobiles while on Premises. New York State bicycle helmet law applies on Premises; therefore, all persons riding bicycles on-premises must abide by the New York State bicycle helmet law. Parents should instruct children to obey all traffic signs and pay strict attention to the 5 MPH speed limit.

6) SERVICE

- A) Routine service is the responsibility of the homeowner. Requests for warranty service must be submitted in writing. Verbal requests and requests made directly to Community personnel will not be honored except in an emergency. Any Tenant may call the office whenever an emergency arises. If there is no answer at the office, please leave a message and call the emergency number(s). If you have a heating problem, call your furnace service company as soon as you are positive your furnace is not working. Long delays in extremely cold weather may result in frozen water lines and very expensive repair bills.
- B) Tenants may invite to their homes vendors, tradesmen, deliverymen, service members, or suppliers of various goods and services and may purchase goods and services from vendors of the Tenant's choosing. Before any service personnel or contractors commence work at any home located within the Community, the Tenant owner shall require that such service personnel or contractor provide a Certificate of Insurance to the Community.
- C) To ensure everyone is practicing being a "good neighbor," Tradesmen may not start work outside your home before 8 am (Monday – Friday) and not before 9 am Saturday and Sunday.
- D) Tenants purchasing a new appliance, mattress, carpet, or furniture must have the delivery personnel remove the items being replaced – including the cardboard cartons in which the items were delivered.
- E) Vendors will not be permitted to solicit in the Community. Tenants are requested to notify the office immediately if vendors are attempting to solicit in the Community

7) PETS

- A) All tenants must fill out a pet application, even if they are designated as service animals. Any tenant with pets already must still fill out the application; however, he/she will be guaranteed permission as long as the animal in question is friendly and meets all other rules and regulations.
- B) Only friendly animals will be allowed on the Premises. A "friendly" animal is approachable and non-threatening to all other residents. The designation of "friendly" will be at the sole discretion of Community management.
- C) No livestock is allowed in the Community, i.e., chickens, pigs, etc. Management interpretation of livestock is final.
- D) Only one (1) dog or one (1) cat shall be allowed per home. Tenants who have more than one dog and/or cat will be considered "grandfathered in" and will be allowed to keep the additional dog/cat, but under no circumstances are more than 2 dogs/cats allowed in any home. Upon the death of one of the 2 dogs/cats, a second dog/cat will not be allowed.
- E) Pets are not permitted to be tied up or to run loose outside your home at any time. The Community reserves the right to rid the Community of any loose nuisance animals.
- F) All pets must be leashed or harnessed when walking.

- G) Any excretions left by your pet must be picked up immediately and disposed of by you.
- H) You may not keep any pets in the Community for friends or relatives.
- I) All dogs and cats must have all shots, including rabies.
- J) No breeding of dogs is allowed on the Premises.
- K) Your pets may not make excessive noise or otherwise annoy your neighbors.
- L) No dogs over 30 lbs. or larger than 15" tall will be allowed into the Community
- M) Doghouses, pens, runs, or pet enclosures of any kind are prohibited.
- N) All pets, including cats, are to be kept indoors at all times unless leashed and attended.
- O) After kittens and cats take care of their business, you may not put cat litter in your toilets – even if the product claims that it is "flushable." Kitty litter causes the sewer treatment plant to clog. Cat waste must be bagged in a double plastic bag and disposed of along with garbage.
- P) Pets belonging to visiting guests are subject to the same rules as Tenants' pets.
- Q) The Community will determine if any pet is a nuisance. Any complaints about a pet will lead to removing the animal from the Premises immediately by Community. Also, the Tenant may be requested to remove the pet that is not properly cared for.
- R) Unacceptable behavior by any pet in Spring Hill Park's sole discretion shall be deemed a violation of this agreement, and such behavior may warrant immediate eviction.

8) UTILITIES

- A) Water faucets are not to be left running at any time for any reason, and leaky faucets are to be repaired immediately. Dripping or slowly running water may cause your sewer line to freeze in cold weather.
- B) Water hoses are to be used only for watering flowers, shrubs, and plantings other than grass to ensure an adequate water supply. Requests for watering newly seeded lawns will be considered individually. Should the watering of grass be authorized, it must be discontinued as soon as the lawn is established. If you use a hose for any reason, it must be equipped with a "gun-type" nozzle that will shut the water off when released.
- C) Odd-numbered sites may only use hoses on odd-dated days of the month, and even-numbered sites may use hoses only on even days of the month to have some conservation measures. Hoses must be put away when not in use.
- D) Tenants without any outside faucet who wish to use a hose may install appropriate fittings at the point where their waterline attaches to the home. No connections of any kind are permitted at the water riser end of the waterline.
- E) Only computer-controlled water softeners or having an internal water meter to measure water as it passes through the control mechanism are permitted. Replacement cartridge-type conditioners, such as those supplied by Culligan that do not use water and salt to regenerate, are also acceptable,

provided they are installed inside your home. If you wish to supply a water softener, please supply us with literature before purchasing.

- F) Utility and Sanitary Hookups - All lots are provided with water, sewer, electric, and telephone hookups, and it is the Tenant's responsibility to maintain and make connections with the water, sewer, and electrical services. Water, sewer, and electrical services must be inspected and approved by a licensed professional of your choosing and at your expense before the occupancy of the manufactured home. The owner/landlords shall not be responsible for damages or any temporary interruptions of services provided by the utilities or owners.
- G) The cost of opening up any home's underground sewer pipe where clogging can be traced to the Tenant's carelessness will be charged to the Tenant. The Tenant is responsible for the "Branch Line" from their home to the main sewer line servicing the park. Anything in the "Branch Line" that needs to be removed is the homeowner's responsibility. When a section of the sewer pipe is clogged and it cannot be traced to an individual home, the cost of unclogging the line will be divided equally among all tenants in that section. Popsicle sticks, disposable diapers, sanitary napkins, Q-tips, grease, cigarette butts and filters, human or animal hair, kitty litter, rubber products, and paper towels are some of the articles that cause clogging of pipes and do not digest in the sewage plant. They all belong in the trash, not the toilet.
- H) Homeowners are responsible for maintaining their sewer and water lines at all points above the ground. Only "Frostex" brand metal braid-covered heat tape, insulated with a layer of fiberglass insulation made for that purpose and wrapped with protective plastic wrapping, may be used. The portion of the line exposed to the elements connected outside the skirting must be covered with a 1"-2" flexible corrugated black plastic waterline cover. Heat tapes must be used on exterior water lines during the winter. The waterline must then be insulated and covered with a black corrugated plastic pipe. A water leak must be repaired immediately. If it is not, your sewer line may freeze, minerals may build up in faucets and toilets, or other water damage may occur. The Community is not responsible for damage to your home caused by water leaks or frozen or broken pipes.
- I) Buried heating oil storage tanks are not permitted anywhere on the Premises.
- J) Homeowners are responsible for maintaining the propane gas line from the output of the gas meter to all points inside their home.
- K) Tenants will supply, install, and maintain electric lines and connections from the Community meter disconnect box to the manufactured home.
- L) Gas, telephone, TV cable, and other fuel systems associated with the Tenant's manufactured home are strictly the Tenant's responsibility. Owners/landlords accept no responsibility for these connections or maintenance.

9) HOMES

- A) No mobile home may be used for storage. You must reside in the mobile home except when you are in the process of selling the home. Then Spring Hill Park must be notified of how long the mobile home will be unoccupied.
- B) Subletting of a home is not permitted by Community**
- C) Any Tenant, who abandons their home, will have the following costs imposed: removing their home from the Community, any late rent, and all legal *fees incurred by Spring Hill Park.

- D) No home/site can be used to operate an auto business (ex: detailing, repair...) or any other business that interferes with the Community as a private residential community.
- E) Anchors and tie-downs, to the extent required by law, code, or rules, are to be installed by the Tenant at the Tenant's expense. Any anchors installed must be approved by the Owners/Landlords before digging or installation on the ground to avoid damage to buried pipes and cables. The new Tenant is responsible for properly securing the foundation and leveling material for the unit to be installed, including tie-downs and anchors, if required.
- F) Because of odor and allergic responses to smoke, installing wood or solid fuel burning stoves is prohibited after January 1st, 2006. Before this prohibition, Tenants who have installed wood stoves may continue their use but shall remove them upon their home's sale. Wood storage areas must be kept neat and orderly and located to be as inconspicuous as possible from the road. Not more than 1/2 cord of wood may be stored at any one time, and all wood must be stored in a single location away from the view of the street.
- G) All homes must be completely skirted with management-approved skirting or insulated foundation enclosures. Skirting is to be maintained in good appearance. Cracked, punctured, or damaged panels are to be replaced. If panels are removed to gain access to the area under your home, please replace them as soon as possible.
- H) Only professionally built pressure-treated lumber or pre-cast concrete steps with aluminum or painted wrought iron side nails (where required), meeting the local building code, are permitted in Community. Before January 1st, 2005, Tenants who have installed Silver-Top brand aluminum steps may continue their use as long as they are well maintained for safety and appearance as determined by Community personnel.
- I) All homes must have a pitched roof. All homes already in place before January 1st, 2007, may have until January 1st, 2024, or when you sell your home, which comes first to replace their roof to a pitched roof provided their current roof is maintained and in good repair.

10) SITES

- A) New sites will be seeded only once by management. Tenants wishing to improve their lawns do so at their own expense.
- B) There are numerous underground pipes, cables, and wires on the Premises. Tenants must get in writing management approval before digging holes that are deeper than six (6) inches.
- C) Annuals and perennials (which include Trees) are the tenants' responsibility. Hardy plants, shrubs, and trees may be planted with written permission only and at the Tenant's risk.
- D) Tenants that wish to plant a small vegetable garden should contact the management so that a proper location may be selected – the maximum size allowed is 6' x 8'. Vegetables that grow tall such as corn, pole beans, or any other vegetable that requires the support of a trellis or a stake, are not permitted. Tomatoes with tomato cages are permitted.
- E) Grandfathered wood, high 8' (eight-foot) stockade fence at the rear of the home, stained and properly maintained. Tenants who wish to erect a fence must comply with the approved design and type provided in ***Attachment B**". Decorative fencing or garden/plant fencing, regardless of height, is not allowed.

- F) Tenants may add their personal touches (lawn art) to their sites should they wish to do so. Therefore, Tenants may display up to four (4) pieces of ceramic, cast stone, or wooden lawn art, provided that these are kept in good appearance and repair and are not more than twelve (12) inches in height. Small "welcome" or free-standing site number signs will be counted as lawn art. Permitted lawn art must be placed on the ground and not on pedestals made from a decorative block or piled fieldstone.
- G) The use of the following listed items are prohibited:
1. Plastic flowers
 2. Metal lawn decorations
 3. Plastic lawn art of any kind;
 4. Flower planters made from tires or any empty flower pots or planters;
 5. Pinwheels or any other wind-operated lawn art.
 6. Playground equipment (this is a liability issue)
- H) The use of decorative concrete block, pressure-treated "landscape" ties, metal, or plastic edging is not permitted, nor is the display of religious statues or symbols except during the appropriate holidays. Before January 1st, 2005, those Tenants who had these items in place may continue but not increase their use. White or natural gray scalloped concrete edging, manufactured specifically for that purpose, is permitted – provided that – when installed, the top of the edging does not project more than three (3) inches above the ground, and its horizontal plane is in a straight line.
- i) Weather permitting, all holiday decorations need to be taken down fifteen (15) days after said holiday. Decorations are defined as but are not limited to string lights, decals, and lawn ornaments.
- J) Reflectors or driveway markers of any kind are not permitted. The use of rocks for borders or markers on any site on Premises is prohibited.
- K) Lawns are to be kept mowed and trimmed. Tenants must trim grass around their homes, storerooms, meters, and fences; and trim and weed all plantings on their sites. Tenants causing injury or death to trees and bushes with string trimmers or other types of "weed eaters" will be billed the replacement cost.
- L) Mowing is prohibited before 8 am or after 8 pm.
- M) No personal property of any kind is to be left lying about on lawns, steps, or decks unless specifically permitted by these rules and regulations. The management reserves the right, without liability to itself, to enter the premises of any home site, after notice, to perform any necessary actions to keep the site to the Community standard, such as mowing and trimming. The Tenant will bear any charge for labor.
- N) The use of any pool is not recommended on Premises as we view them as dangerous and potentially life-threatening. However, we recognize that some parents choose to accept these as risks for their family's enjoyment. Therefore the maximum size for a kiddie pool is four (4) feet in its longest dimension with a maximum height of fourteen (14) inches. No other swimming pools are permitted. Kiddie pools may only be set up in areas where they will not damage lawns and must be emptied and put away when not used. An adult must attend Kiddie pools containing water at all times. The use of any pool is at the sole and exclusive risk of the Lessee. **The Lessee must carry home insurance that indemnifies and holds harmless the Lessor from all claims or damages resulting from the use of any pools. The indemnification herein shall include all costs incurred by the Lessor, including attorney's *fees, in defending any claims brought against the Lessor.**

- O) The management will determine the location of all externally installed central air conditioners. Only commercially- manufactured air conditioner covers may be used to cover the outside units. Plastic table cloths, plastic sheeting, or tarps may not be used.
- P) Tenants who wish to cover picnic tables, outside furniture, etc., in the winter must use commercially manufactured covers designed specifically for the item to be covered. If you cannot attain commercially manufactured covers, you may use heavy-gauge, solid black, green, or blue plastic sheeting. All covers must be neatly installed and secured. Multi-colored plastic tablecloths may not be used as covers.
- Q) The exterior of each home and appurtenant structures must be maintained in good appearance and must be washed or repainted as necessary. The Community must approve any change in the home's exterior color or appurtenant structures, including, without limitation, utility buildings, decks, awnings, awning room enclosures, steps, and skirting. The community reserves the right to require reasonable repair, maintenance, and improvements to any home or adjacent structure.
- R) Tenants are responsible for removing snow from their walks and parking areas.
- S) The use of rock salt to melt ice on concrete steps, patios, and walks are prohibited, as is the use of the "Halite." HALITE IS ROCK SALT, AND IT WILL DESTROY CONCRETE!!! Calcium chloride is an acceptable ice-melting chemical.
- T) Only umbrella-type clothes-drying poles are allowed on home sites. Clothes are to be taken down as soon as they are dry; no clothes are to be hung or left hanging on Sundays or holidays; clothes-drying poles are to be painted as necessary and kept in good repair. The management will determine the location of the umbrella poles, normally at the rear of the home. No poles are allowed before the front half of your home.
- U) Outside television antennas of any kind are not permitted. Citizen Band radio operators 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. Antennas must be installed on your home's roof and must be self-supporting. The bottom of the antenna must be within twelve inches of your roof; no towers, guy wires, or other supporting structures are permitted. The management must approve antennas requiring loading coils before installation. Transmission lines are to be installed as inconspicuously as possible. 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.
- V) Satellite Dishes such as the type supplied by Direct TV and Dish Network or other similar services are permitted. Should you purchase a system yourself or decide to contract with a program supplier/installer for service, you must have your dish installed on your home or deck in the most inconspicuous location possible, normally at the rear of your home. It may not be installed on a post or tree trunk on your site. A cable from the antenna into your home must be installed behind the siding or your home's foundation enclosure (skirting). Where this is not possible, the cable is to be painted the same color as your home and installed to run in a straight line without sagging. **It is important to know that many community sites do not have a direct view of the appropriate satellite(s). These sites will not be able to receive programming.**
- W) Stainless steel vent and chimney pipe must be used on all visible fireplace and gas water-heater vents. The galvanized vent pipe is not an acceptable replacement, except those that Tenants have before January 1st, 2005, may continue its use provided the vent pipe(s) comply with all applicable safety regulations. Galvanized vent pipe(s) must be replaced with stainless steel before the sale of your house.

- X) The use of electric or electronic devices designed to attract and electrocute insects are not permitted. Almost all of the insects these devices destroy are not pests but are beneficial to the environment and humanity.
- Y) Additions or structural modifications to any home or adjacent structure in Community are not permitted unless prior permission is in writing by Community management.

The following standards are established to have uniformity in Spring Hill Park.

- Z) Only white Silver-Top brand insulated "Manor" or "Snap-Lock" aluminum awnings and Silver-Top brand rooms and screen rooms are permitted with written permission from Community management. Tenants with Silver-Top screen-in roomrooms who wish to winterize them are to purchase appropriate glass or Plexiglas storm windows. The use of any other material is prohibited. Homemade room enclosures, free-standing screen-rooms, or car-ports of any kind are not permitted.
- AA) "Durosol" and "Sunsetter" fabric awnings designed for use on patios and decks are permitted to be installed in the Community. Tenants purchasing an awning must ensure that it is professionally installed. Tenants purchasing a fabric awning should know that all fabric awning material fades, deteriorates, and weakens after constant sunlight exposure. Tenants installing this type of awning agree to remove the entire awning or replace its fabric when, in the sole judgment of the management, or its authorized agents, the fabric or the awning components have deteriorated, faded, or weakened, so that their continued use is no longer acceptable in Community. Fabric awnings damaged or torn by the wind must be quickly repaired or removed. Check with Community Management about acceptable colors, as no loud colors are permitted.
- BB) Tenants who desire to construct their deck and integrated deck steps may do so provided you have a valid Building Permit; the deck is designed following Silver-Top Wood Patio/Porch installation instructions (the instructions are available upon request by management) and meet the Town of Beekman Code. The entire deck must be free-standing, enclosed with an approved product, and may not be attached to the home or the ground. The entire deck structural framework must be constructed with pressure-treated wood, and all deck surfaces are of "Trex" or other management-approved human-made material. Railings and/or other exposed surfaces must be constructed of approved pre-fabricated fiberglass or vinyl components. If the deck is to have stairs to the ground, they must be built as an integral part of the deck and must be "finished" (stained or painted as required by management. All t-installed decks' size and location must be management approved before erection and comply with Town Codes.
- CC) Patios and/or decks may not be used for storage. Brooms, shovels, lawnmowers, gas cans, containers, and other items of this nature are to be put away after use and not left outside homes or on patios, walks, or steps.

11) Storage buildings

- A) Storage Buildings of any type must be approved by management.
- B) Only storage buildings with vinyl siding that match the homes are permitted.
- C) Storage Buildings already in place before January 1st, 2005, may remain until the property is sold, provided they are maintained in good repair.
- D) The maximum size for any storage building is **8' x 16'**.

- E) Tenants **may not** have more than one storage building.
- F) Appearance and safety of property owned by the tenants and placed on the property of the Landlord, except the manufactured home itself, shall be governed by the following:
 - I) The Community Owners shall, in its sole and uncontrolled discretion, determine when an outside attachment, shed, or structure appears to be unsafe a fire hazard, or unsightly.
 - II) After the determination is made, the Tenant shall have five (5) days maximum notice to remedy the problem to the Community Owner's satisfaction.
 - III) Upon the Tenant's failure to repair the problem, the Community reserves the right, at its option, to demolish and remove, or repair and restore, the structure at the Tenant's expense.
 - IV) Some examples of problems that would call for the above actions would be:
 - 1. Unpainted or rusted structures
 - 2. Rotten wood in framing or steps
 - 3. Gaping holes in buildings, walls, or skirting
 - 4. Said list is not presented here as an exclusive list of possible appearance and safety problems, merely as a guide for the Tenant in maintaining this property.

12) VEHICLES AND PARKING

- A) **The speed limit in Spring Hill Park is 5 MPH and must be observed at all times.** The management reserves the right to eject any person driving recklessly on the premises immediately. Speeders shall be requested to move if three offenses occur. Excessively noisy vehicles will not be allowed in the Community.
- B) You are only allowed to park in your driveway or designated parking areas. Parking in driveways of other tenants or empty lots is strictly prohibited.
- C) There is no on street parking allowed. Most home sites have a driveway for their use. Sites without a driveway have an exemption to this rule in their lease. "No Parking" areas are to adhere too strictly. **Failure to comply with parking rules will be subject fine of \$25.00 for each occurrence.**
- D) Other than pick-up trucks, personally owned commercial vehicles may not be parked on the Premises except for loading or unloading purposes.
- E) Unregistered motor vehicles of any kind, including all-terrain vehicles (ATVs) and motorcycles, are not permitted. All vehicles must have current valid licenses, registrations, and inspections and be roadworthy or towed away at the owner's expense.
- F) All vehicles must have current valid licenses, registrations, and inspections and be roadworthy or towed away at the owner's expense.
- G) Recreation vehicles shall not be stored on any lot or in the Community.
- H) Snowmobiles, mini-bikes, and all motorized recreational vehicles are prohibited from operation on the premises.
- I) Major vehicle work and spray painting are prohibited. No major repairs to vehicles are allowed on the Premises, nor is the use of temporary jacks allowed on the Premises. Empty oil containers are not recyclable.
- J) No vehicles will be allowed to leak gas or oil as this causes deterioration of the asphalt.
- K) Car washing is not allowed on the Premises.

- L) Vehicles are not allowed on the lawn.
- M) Mufflers must be maintained to not cause any unnecessary noise over and above the vehicle's original equipment's noise.
- N) Blowing of automobile horns, other than in an emergency, is prohibited. Please do not use your horn to announce your arrival or departure.
- O) Travel trailers, campers, and motorhomes may be brought onto the Premises after 5 pm, parked in your parking space, and must be out of the Community by 9 am the following morning. Call the office for instructions. Boat trailers and utility trailers may be brought onto the Premises for loading and unloading only and may not be kept or stored overnight other than in a designated area approved by Community management. We stress that abuses will result in the exclusion of the vehicles mentioned above from the Premises.
- P) Any individual who does not own a valid Vehicle Operator's License will not be permitted to drive anywhere on the Premises.

13) SALES OF HOMES

- A) All tenants must notify the Community management, in writing, at least thirty (30) days in advance when planning to move from the Community. Tenants will be held responsible for damages caused by moving companies to lawns, landscaping, and other property.
- B) Advertising signs or displaying "For Sale" signs or any similar sign on or in any manufactured home in the Community is subject to the New York Real Property Law § 233 and local ordinance.
- C) A home may not be sold with the understanding that the buyer will retain the seller's site to upgrade and modernize; the Community reserves the right to relocate the sold home to another site within the Community at no expense to the purchasers.
- D) A home may not be sold with the understanding that the buyer's site rent will be the same as the seller's.
- E) In all events, the homeowners agree that their 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 homeowners have been fully cured to the satisfaction of Community.
- F) Homeowners selling their homes shall have any potential purchaser who wishes to have the home remain on Premises complete an application provided by Community. The prospective purchaser must comply with the following requirements:
 1. The purchaser must complete a Park application and pays the current application *fee.
 2. The prospective purchasers comply with all community entry requirements, including, but not limited to, the signing of a lease and all other required documents.
- H) Before the consummation of the sale and the purchasers take occupancy; the Homeowners of homes manufactured before January 1st, 1990, must have their homes inspected for fire code compliance by the Town Fire Inspector, for safety by the Town Building Inspector, for electrical code compliance by the electrical inspector, and they must have a "Gas Check" inspection completed by a qualified propane company or a certified home inspector. All violations must be taken care of before the closing of the home.

- I) Smoke/ carbon monoxide detectors shall be installed at appropriate locations determined by the Town's Fire Inspector and by the Federal Department of Housing and Urban Development standards for manufactured housing. Smoke detectors must be of a type permitted by the Federal (HUD) code.
- J) Waterline heat tape must be "Frostex" brand metal braid-covered heat tape specifically made for that purpose, insulated with a layer of fiberglass insulation made for that purpose, wrapped with protective plastic wrapping, and the portion of the line exposed to the elements outside of the home (if any) must be covered with 1"-2" flexible corrugated black plastic waterline cover.
- K) All above-ground sewer lines made of semi-rigid plastic must be upgraded to rigid plastic.
- L) All things necessary to bring the home and site into compliance with current community rules and standards must be completed before selling any home remaining on the Premises. Such as the removal of second storage buildings, removal of wood or solid fuel burning stoves, replacement of damaged vinyl skirting or repair of insulated foundation enclosure, replacement of vent pipes with stainless steel vent pipes, replacement of all unsafe or deteriorated stairs with pre-cast concrete stairs, and any painting needed.

14) RECYCLING

- A) Used motor oil must be taken to an approved disposal site, such as an automotive garage. Do not attempt to recycle motor oil containers even if they are labeled "recyclable." Empty oil containers are not recycled but may be placed into a plastic bag and then into the garbage.
- B) Please do not use community roads, parking areas, fields, or the lake to dispose of cigarette butts, gum wrappers, or other waste.
- C) Garbage, Newspapers, and Recyclables: The Community has established a recycling system that includes regular pick-up of recyclable items. We will communicate additional recycling rules and regulations as we receive them from the appropriate authorities. For detailed recycling rules, including which items are recyclable and which are not, and approved disposal methods, ask us for a copy of the county recycling requirements.
 - 1. **Garbage:** Garbage must be put into plastic bags, securely tied, and placed into the garbage cans.
 - 2. **Newspapers:** Newspapers must be placed into the newspaper container untied, unbundled, and un-bagged.
 - 3. **Recyclables:** Recyclables of all kinds are mixed and placed un-bagged into the recyclable receptacle.
- D) It is the Tenant's responsibility to dispose of any unwanted items correctly. If items are not listed above, you may want to contact Royal Carting (or another Recycling Center) regarding their drop-off policies and/or fees. Under no circumstances are items to be stored on an open Lot.

15) INTERPRETATION

- A) If more than one person shall be, or become, the homeowner hereunder, then the homeowner's obligation shall be deemed the joint and several obligations of each such person.
- B) Should any one of these rules and regulations be 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.

- C) Whenever a noun or pronoun referring to the parties is used in any particular gender or number, it shall be understood to mean any other gender or number, as the circumstance may require. The terms "homeowner" and "tenant" are used interchangeably as circumstances may require.
- D) These rules shall be interpreted under the State of New York laws.
- E) The management reserves the right to change, amend, or add to these rules and regulations under the State of New York laws.

16) LIABILITY

- A) Landlord, its agents, or employees shall not be liable for loss, damage, or injury to persons or property arising out of any accident, incident, or mishap of any nature whatsoever and/or from any cause whatsoever to any individual or property occurring on the land owned or in the use of the Community or any of its facilities and cause, in whole or in part, by Tenant, his employees, agents, or other representatives. Tenant agrees to indemnify and hold Landlord harmless from any and all actions, claims, suits, damages, loss or injuries, costs, or expenses arising out of any such accident, incident, or mishap of any nature whatsoever and/or from any cause whatsoever to any individual, vehicle, motorized equipment, or property occurring on the property or in the use of the park facilities or any of its facilities, and cause, in whole or in part, by Tenant, his employees, agents, or other representatives.

17) NON-WAIVER

- A) Failure to enforce any rights, options, or privileges under any provisions of this lease agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. Further, the failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

18) ENTIRE AGREEMENT

- A) The terms of this lease agreement, including its attachments and exhibits, represent the parties' final intent. Any modification, rescission, or waiver of the terms of this lease agreement shall be effective only if evidenced by subsequent writing executed by the parties with the same formalities accorded this basic lease agreement.

Fee Schedule

Fees Schedule:

Returned check Fee	\$ 30.00
Additional Copy of Rules & Regulations:	\$ 5.00
Additional Copy of Lease Signature	\$ 2.00
Certified Mail fee for Late Payment:	\$ 14.00
Certified Mail fee for Demand for Payment:	\$ 14.00
No Parking violation per occurrence	\$ 25.00
Attorney reimbursement fee for Demand for Payment:	\$ 500.00+
Attorney's fee statement attached to the invoice	

2025 -26 Park Rules and Regulations

Front and side of Lot



Rear of Lot

