
Rules and Regulations of Hillside Terrace Manufactured Home Park

Effective as of August 22, 2016

The Park complies with all requirements of all equal and fair housing laws governing the operation of the activities of the Park and its management. The Park's policy is not to discriminate against any person because of race, color, age, religion, sex, handicap, disability, familial status, national origin and ancestry concerning the renting of lots and manufactured homes, advertising the sale or rental of manufactured homes, and all other aspects concerning the management and operation of the Park.

The "PARK" is Hillside Terrace Mobile Home Park, located at 111 Warsaw Blvd, Silver Springs, NY 14550. The "OWNER" of the Park is **Big Rib IV, LLC d.b.a. Hillside Terrace, MHC**, (the "Owner"), with an address at PO Box 428, Ardmore, PA 19003. As used in these Rules and Regulations, the term "TENANT" refers to any person who is entitled to live in the Park pursuant to the terms of a lease. The term "PERMITTED RESIDENT" refers to each individual who resides in a Tenant's manufactured home in the Park on a permanent basis. The term "GUEST" refers to any individual who is visiting a Tenant or a Permitted Resident. The term "LOT" refers to the lot being leased by a Tenant and the terms "lot" and "lots" refer to lots located in the Park which are designed for the installation of manufactured homes. The Owner is fully empowered to act in all matters respecting the Park on behalf of the Owner. The Owner is fully empowered to act on behalf of the Owner in all matters related to a Tenant's Lease, these Rules and Regulations of the Park, any laws applicable to the Park and in all matters relating to the management of the Park. When the "Owner" is referred to in these Rules and Regulations, it is understood that any right or obligation of the Owner is the right or obligation of the Owner, and the Owner may also take action.

The Schedule of Fees and Charges, as it may be amended from time to time, a copy of which is attached, is incorporated into these Rules and Regulations.

1. **Occupancy and use of Lot and Park.**

- a. The Lot shall be occupied solely for residential purposes by the Tenant and Permitted Residents and used only as a place of parking Tenant's manufactured home on.
- b. Each Tenant is responsible to cause each of its Permitted Residents and each of its Guest and the Guest of each of its Permitted Residents to comply with the within Rules and Regulations as these Rules and Regulations may be changed and/or modified from time to time.
- c. Tenant shall provide to Owner written notice of the name of any occupant of Tenant's manufactured home who is not listed in a rental agreement within thirty (30) days following the occupancy of such individual.
- d. Children age 10 thru 17 must be on their own lot by 10:00 p.m. unless accompanied by a parent or a responsible adult. Children under ten must be on their own lot at dusk, or by the time the street lights come on, unless accompanied by a parent or a responsible adult.
- e. Tenant shall, and cause each Permitted Resident and each Guest to comply with each of the following: (a) keep the Lot and Park in a safe and sanitary condition, (b) not commit or suffer any waste to or on the Lot or in the Park, nor use the Lot or Park or permit them to be used for any business purpose or any unlawful purpose or dangerous, noxious or offensive activity including campfires, or cause or maintain any nuisance in or on the Lot or in the Park, (c) not disturb any other occupant's peaceful enjoyment of the use of the Park or the use of that occupant's lot, (d) maintain in good working order and condition any equipment supplied by Owner to Tenant for Tenant's use, (e) use and operate properly all electrical, gas and plumbing fixtures, (f) keep the Lot and its surrounding premises neat and in good order, the determination of which shall be within the discretion of Owner, (g) comply with all applicable federal, state and local laws and regulations relating to reasonable use and occupancy of the Lot and Park including all laws, regulations and orders of any health department having jurisdiction over the Park, (h) refrain from and forbid any other person in the Park from destroying, defacing, damaging, or removing any fixture, appliance or other part of the Park or its grounds or any property located in the Park, (i) not permit excessive use of intoxicating liquors, use of abusive or vile language and indecent or disorderly conduct anywhere in the Park (j) not be a part of or commit any illegal act in the Park, including, but not

limited to, the use, transfer, possession, sale, or creation of illegal substances nor permit such acts in or about his/her manufactured home and/or Lot, (k) not permit noise from parties, radios, televisions, stereos and any other noises of whatever nature to be heard by occupants in any other manufactured home in the Park, (l) not use or permit the use of firearms, fireworks, or any projectile shooting device of any description in the Park.

f. While in the Park, no Tenant, Permitted Resident or Guest shall (i) peddle or solicit orders for the sale or distribution of any merchandise, device, service, publication, ticket, or other matter whatsoever without written consent of Owner or distribute samples or advertising matter relating thereto, (ii) engage in any commercial activity, (iii) distribute handbills, pamphlets, leaflets.

g. "Garage" or "yard" sales will be permitted, upon the prior notice to the General Manager. Any such sale must comply with these Rules and not create a nuisance. All goods offered for sale must be cleared from the Lot prior to nightfall and will not be permitted to be left outside overnight.

h. The number of persons living in a manufactured home is or may be regulated by applicable state and local laws and regulations. These laws and regulations are the guideline that will be used in the Park.

i. A Tenant remains responsible for any and all maintenance of his/her leased lot even if the Tenant is absent from the Park for an extended period of time.

j. If a Tenant is seeking accommodation for a disability under the Americans With Disabilities Act, the Tenant must notify Owner of the need for the accommodation and describe the accommodation needed. Owner reserves the right to request medical or psychological verification of the disability and the physical changes, modifications or alternations to the Park must first be submitted to Owner for approval, which will not be unreasonably withheld. Owner further reserves the right to request that the Tenant's accommodating facility or service meet the standards for occupancy of the Park.

2. Repairs. Tenant shall pay the cost of repairing (i) all damages caused by the Tenant, Permitted Resident or Guest to the Lot and its equipment, including, but not limited to, water meters, sewer lines and connectors, drain lines and connectors, propane lines and connectors, natural gas lines and connectors and electrical lines and connectors beyond ordinary wear and tear and (ii) all damage to the Park that is caused by the negligent or willful conduct of Tenant, Permitted Resident or a Guest. The cost charged to Tenant will be the Owners cost for the items repaired, replaced and/or materials used and/or the Owners cost for labor. If a contractor other than Owner makes a repair or supplies materials or labor, Tenant shall pay the full cost of same. If Owner or their employees perform the service or repair, the rate to be charged to Tenant is set forth in the current Schedule of Charges plus the actual costs of all materials used.

3. Owner Entry. Owner or its employees or hired workmen have the right to enter Tenant's Lot and the manufactured home located on the Lot at reasonable times upon providing Tenant reasonable notice for purposes of inspecting the Lot and manufactured home located on the Lot, showing the Lot to prospective tenants and for making repairs except that no notice shall be required in case of an emergency.

4. Damage or Destruction to Lot. If a Tenant's Lot shall be damaged by fire, the elements, unavoidable accident or other casualty without fault or negligence of the Tenant, Owner shall at its own expense cause such damage to be repaired and the rent for the Lot shall not be abated if the repair is made within thirty (30) days. If by reason of such occurrence, the Tenant's Lot shall be rendered untenable, Owner shall at its own expense cause such damages to be repaired and the rent meanwhile shall abate until the Lot has been restored and rendered tenable, or Owner may at its election, terminate the Tenant's Lease and the tenancy created by giving to Tenant a notice of such election within ninety (90) days if Owner elects to terminate the Lease. Tenant may elect to end this Lease instead of accepting alternative accommodations by giving Owner written notice thereof.

5. Home Ownership. Except as to manufactured homes owned by Owner or affiliates of the Owner, Tenant must be the owner of the manufactured home on his/her Lot at all times.

6. Owner Right to Move Tenant's Manufactured Home. Owner may, at Owner's costs and upon ninety (90) days prior written notice, move Tenant and Tenant's manufactured home to another lot of the same or larger size. Tenant may, any time prior to the date of the scheduled move, by providing written notice to Owner, terminate his/her tenancy in the Park as of the date of the proposed move. In the event of a move, then any

lease in effect with Tenant shall continue to remain in effect as to the Tenant's new lot.

7. Pet regulations.

- a. Pets must be a true household pet and no more than 2 pets per manufactured home are permitted at any one time. Each pet must be registered with Owner.
- b. Pets are not (i) permitted outside of the manufactured home other than being walked on a leash held by a human being, (ii) allowed to run loose anywhere in the Park nor be unattended even when on a leash, and (iii) permitted to create a nuisance.
- c. Waste material from pets must be immediately picked up and placed in plastic bags with garbage.
- d. No dog-runs, dog houses or fenced-in areas for any pet is permitted outside of a manufactured home.
- e. No dog is allowed in the Park that is a "Dangerous Dog," as defined under Article 7 of the New York Agriculture and Markets Law. Any person who witnesses a dog attack a person or another animal, or behave in a threatening manner to a person or another animal, is encouraged to report the incident to the municipal animal control officer or to the police. Any such incidents should also be reported to the General Manager. The General Manager may forward any such reports to the municipal animal control officer or the police. The General Manager will keep a record of any reported incidents of dogs attacking or threatening people or animals within the Park. All Tenants, Permanent Residents and Guests are advised that, under New York Agriculture and Markets Law, Section 123, any person who witnesses an attack or threatened attack may commence a "dangerous dog" proceeding by making a complaint under oath of the attack or threatened attack.
- f. No animal or pet shall be kept beneath the manufactured home at any time.
- g. All dogs and cats must have all required immunizations and be properly licensed pursuant to municipal and county requirements. The Owner may require proof of immunizations and licenses at any time.
- h. All cats and dogs must be spayed or neutered and proof of such must be present to Owner in order to keep the pet in the Park. Any pet owner whose pet is in violation of these rules will receive written notice of the violation. Any pet that is determined to be a safety threat or the receipt of any three or more violation notices will require the immediate removal of the pet from the Park. Failure to comply with the removal order will lead to eviction of the Tenant.
- i. No Tenant shall keep in the Park any dog which creates a nuisance problem by continuous (i.e, five minutes or more) dog barking.

8. Trash, Garbage and Rubbish Regulations.

- a. Each Tenant shall comply with the requirements of the company which picks up the trash, garbage and rubbish in the Park.
- b. All trash, garbage and rubbish shall be maintained in the Tenant's storage shed or Park approved container except on rubbish pickup day.
- c. Recycling bins are the property of the Park and are furnished to each lot as a convenience to our Tenants. Recycling bins are to remain with the lot. If removed, damaged or destroyed, the Tenant will be charged for cost of replacing the bins.

9. Streets and Parking Regulations.

- a. All motor vehicles must be operated by persons with a valid driver's license.
- b. Posted speed limits must be obeyed at all times. The maximum speed in the Park is 15 miles per hour and Owner may post lesser speeds at its discretion.
- c. Bicycles, pedestrians, and children have the right of way over moving vehicles.
- d. Violators of speed limits and stop signs will be barred from driving on Park streets and will be prosecuted for trespassing if such an order is not obeyed.
- e. Boats and recreational vehicles shall be permitted on a lot with prior permission from management, and must have a garage/shed to store in. An additional charge of \$40 per month will be charged.
- f. No truck over 3/4 ton, truck tractor, motor home or trailer, shall be parked on any Tenant's Lot or on any street in the Park. Special arrangements must be made in advance with Owner in the case where

such a vehicle is to come into the Park.

g. No unlicensed or inoperable vehicles are allowed in the Park at any time. If any such vehicle is not removed upon the request of Owner, it may be towed with the costs being charged to the Tenant or owner of the towed vehicle.

h. Vehicles in such deteriorated condition so as to constitute an eyesore or nuisance shall not be permitted in the Park and if not removed upon request of Owner, may be towed with the costs being charged to the Tenant or the owner of the vehicle.

i. Recreational vehicles, including but not limited to off-road motorcycles, all-terrain vehicles, mopeds, utility vehicles, carts and snowmobiles, are not to be operated in the Park.

j. All vehicles maintained in the Park must carry liability insurance and, upon Owner's request, Tenant shall provide a copy of such insurance policy to Owner.

k. There shall be no more than a maximum of two (2) permanent motorized vehicles per manufactured home permitted to be parked in the Park at any one time unless prior arrangements for the parking of an additional motor vehicle has been approved by Owner. An additional motorized vehicle will be charged a fee of \$40.00 per additional motorized vehicle, per month.

l. The Park and its grounds shall not be obstructed by any motorized vehicle or otherwise.

m. No parking is allowed on vacant lots.

n. Except for motorized vehicles owned by a Tenant, no motorized vehicles may be repaired or "worked on" in the Park. Any repairs performed by a Tenant on his/her motorized vehicle and all cleanup must be completed in one day. Any vehicle being repaired shall not be left unattended at any time during its repair.

o. All Tenants and residents are encouraged to be mindful of helping to make the job of the hired snow plow crews easier by keeping the roadways clear in the winter. No vehicle will be permitted to be parked on the street within 24 hours after snowfall of more than one inch (1"). Any such vehicles parked on the streets will be subject to towing without prior notice at the Tenant's expense.

p. No Tenant is permitted to grant extended (more than three (3) days) vehicle parking or storage privileges on Park land to a non-Tenant.

10. Lot maintenance and improvements.

a. Lots shall be mowed, trimmed, and kept free of debris at all times by Tenant. All grass clippings which go into the street are to be removed immediately by Tenant.

b. Tenant shall maintain in good repair any and all water, sewage, gas and electric lines or pipes outside his/her manufactured home up to the point of connection with the Park facilities. If a Tenant causes any line or pipe to become clogged or nonfunctional because of foreign matter (sanitary napkins, rags, paper towels, etc.) the Tenant shall pay all costs for restoring the line to service.

c. Electricity for Tenant's yard light, if any, shall be paid for by the Tenant and the bulbs and maintenance needed for the yard light shall be furnished by Owner.

d. Owner encourages improvements which make the Park a more enjoyable place to live and which enhance the appearance of the Park. Prior to making any improvements, written plans must be submitted and approved by Owner. No improvements may be commenced and no digging shall be allowed and no drive rods, stakes, pipes or other objects shall be placed into the ground until Owner approves of same in writing. Following written approval, no digging may be commenced until after telephoning "811" to ensure the underground is clear from utility lines. All improvements which cannot be removed without any damage to the Lot or the Park grounds shall be considered fixtures and shall become the property of Owner at the time that the Tenant vacates his/her Lot.

e. Business signs shall not be displayed on any lot, manufactured home, or window unless approved by Owner. "FOR RENT" signs shall not be displayed on any lot but may be displayed on Tenant's manufactured home or in a window provided that the sign does not exceed the smaller of (i) three feet by two feet or (ii) the maximum size allowed by law or governmental regulation or ordinance, if any.

f. Tenant shall be responsible for winterizing water lines from the ground into the manufactured home, including the shut-off valve and water meter.

g. Sidewalks, driveways and patios shall at all times be kept clear of snow and ice.

h. The entire Lot area of Tenant, including but not limited to patio and driveway areas, shall be kept in a neat and orderly manner and free of gasoline and oil stains. All lawn mowers, garden tools, bicycles,

toys, etc. shall be kept in the Tenant's storage shed. When damage to concrete or asphalt is caused by gasoline or oil leaks, the Tenant must immediately remove the stains and make any necessary repairs.

i. No Tenant may install or maintain any type of swimming or wading pool in the Park other than a wading pool less than one foot in depth.

j. No Tenant may install or maintain any type of playground equipment in the Park unless approved by Owner.

k. No Tenant may install or maintain any type of tarping or plastic covering on the exterior of the manufactured home or any other structure on the lot.

l. No Tenant may install or maintain any type of a fence in the Park without the prior written approval of the Owner. No fences will be permitted that overly obscure the lots, cause an eyesore, or are too large.

m. Each Tenant is required to have on his/her lot a storage shed for the storage of garbage, toys and equipment. All sheds must be properly tied down. All storage sheds which are to be brought into the Park and/or replaced after the effective date of these Rules and Regulations shall have prior approval by Owner as to its design and make.

n. No clothesline may be installed in the Park other than the folding umbrella type of clothesline which shall be used only for the purposes of airing and drying clothes. No undergarments may be hung out-of-doors on a clothesline.

o. Tenant shall not install satellite dishes, antennas and other television reception devices designed to receive wireless cable on Tenant's manufactured home which exceed 39 inches in diameter or over 12' above the roofline of Tenant's manufactured home. None of the aforementioned devices shall be installed on Tenant's Lot and Tenant may not make any changes to the Park, including but not limited to tree trimming or removal, to improve reception.

11. Manufactured home maintenance and improvements.

a. All exterior remodeling, additions, alterations and changes to the Tenant's manufactured home must be approved in writing by Owner after submission of plans, specifications and drawings.

b. Exterior paint colors must be approved by Owner.

c. The outside appearance of all manufactured homes, accessories, storage sheds, etc. shall be maintained in good repair.

d. No items shall be stored under a manufactured home except for tires, axles and hitches.

e. Tenant shall remove his/her manufactured home from the Park if the same gives the appearance of being in a deteriorated or obsolescent condition or the appearance of the manufactured home is unsightly compared to the other manufactured homes in its immediate area or detracts from the view of the area in which it is located in. Determination shall be made by Owner in its reasonable discretion.

f. Any alterations, additions or improvements required to be made to a Tenant's Lot pursuant to The Americans with Disabilities Act of 1990 (as that act may be amended from time to time) shall be paid for by the Tenant.

g. The exterior of each manufactured home shall be clean at all times and Tenant shall cause his/her manufactured home to be washed and waxed on a periodic basis. Soap products may not be used to clean Tenant's Manufactured Home unless the product is labeled as being biodegradable and will not harm or injure the environment.

h. All Fuel Oil Tanks must be stored in a 110% containment tank tub approved by Owner. Fuel Oil Tanks which are not stored in a 110% containment tank tub are not permitted in the Park unless you have, in effect, an insurance policy with Owner named as the loss payee with coverage of no less than \$100,000.00 for the cost of the removal and remediation of any damage which results from the leakage from your Fuel Oil Tank, A copy of the current insurance policy must be on deposit with Owner. Fuel Oil Tanks may only be removed from the Park by a person/company which is insured and bonded and approved by Owner.

12. Additional requirements for Manufactured Homes. Tenant's manufactured home shall at all times be in compliance with all local, state and federal laws and regulations as these laws and regulations may be amended from time to time, and each Tenant shall comply with all existing local, state and federal laws and regulations pertaining to his/her conduct and activities including laws, regulations and orders of all health departments having jurisdiction over the Park. Tenant must also comply with and be in compliance with the

following:

- a. Manufactured homes in the Park shall have foundation systems conforming to standards set forth by applicable laws, rules and regulations of governing bodies having jurisdiction over the Park as well as standards set forth by the manufactured home manufacturer.
- b. All manufactured homes in the Park shall be in compliance with the following:
 1. Every manufactured home whose manufacturer furnishes written provisions pertaining to tie-down and which is placed in the Park after 1979, shall be secured with tie-downs in accordance with the requirements provided by the manufacturer of the manufactured home in question or the requirements for the northern zone contained in the National Fire Protection Association 1977 Standard NFPA 501A.
 2. Each manufactured home placed in a manufactured home park after the effective date of this rule shall be supported by blocking that meets the requirements of the individual manufactured home manufacturer or the National Fire Protection Association 1977 Standard NFPA 501A.
 3. Ties shall be as evenly spaced as practicable along the length of each manufactured home with not more than 8 feet open-end spacing on each end.
 4. When continuous straps are provided as vertical ties, such ties shall be positioned at rafters and studs. Where a vertical tie and diagonal tie are located at the same place, both ties may be connected to a single ground anchor, provided that the anchor used is capable of carrying both loads.
 5. Add-on sections of expandable manufactured homes shall have provisions for vertical ties at the exposed ends,
- c. All manufactured home foundations must be enclosed.
- d. All manufactured homes must not be higher than their respective proper height.
- e. All sewer risers must be sealed.
- f. All blocking for the Tenant's manufactured home shall be furnished by Tenant.
- g. The Tenant must be in the manufactured home each time that the water is turned on.
- h. No manufactured home shall extend over a lot line.
- i. Fuel tanks, if any, must meet standards of design, installation and location established by Owner.
- j. All repairmen, plumbers, electricians and other servicemen hired to do work in the Park and on Tenant's manufactured home must be responsible, qualified and licensed by the appropriate licensing authority as required and all work must be performed in accordance with state and local laws, regulations and codes and orders.
- k. Manufactured homes may only be moved on, installed on or removed from a lot in the Park by any person provided that person provides to Owner a surety bond in the amount of \$10,000.00 to ensure against damage to the Park. Owner must be provided with prior written notice of the time of the move and all moves of each manufactured home shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Unless prior arrangements are made with Owner, no movement of a manufactured home may take place without the presence of Owner's representative.
- l. All manufactured homes in the Park must have Owner approved skirting, stairs and storage shed and all manufactured homes brought into the Park or sold and remain in the Park after the effective date of these Rules and Regulations must have a main stairway made of concrete or other material approved by Owner.

13. Storage of Firewood. Firewood or other combustible material must be stored in the storage shed or in a safe place approved by Owner. Any wood pile must be lifted off the ground by 6 inches, preferably on wooden pallets, as per health code requirements.

14. Vacating Park. Upon termination of this Lease, Tenant shall return the Lot and all of its equipment, connectors, hookups and lines in the same condition as existed when Tenant rented the Lot except for the effects of normal wear and tear. Any property not removed from the Park by Tenant, Permitted Resident and/or a Guest within ten days after the Tenant vacating the Lot shall be deemed to be abandoned and may be discarded by Owner without accounting to any person.

15. Sale of Manufactured Home and Continued Use of Lot by Buyer. In the event that a Tenant desires to sell his/her manufactured home, and the purchaser wishes to become an occupant in the Park, the Tenant agrees as follows:

- a. Whenever a Tenant intends to sell his/her manufactured home, the Tenant must give Owner twenty (20) days notice of his/her intention to sell the manufactured home, except no such notice shall be required where the owner of the manufactured home is deceased and his/her estate intends to sell the manufactured home.
- b. A manufactured home may be sold to be removed from the Park, and Owner will not unreasonably restrict access to potential purchasers or their agents, unless such restriction is necessary to protect the Park from substantial impairment or harm.
- c. A manufactured home may be sold and left at the present location if the purchaser has secured a lease from Owner, or the purchaser wishes to assume the lease agreement for the remainder of the Tenant/seller's term. Before a new lease will be executed with the purchaser, or the remainder of the Tenant's lease term assigned to a purchaser, all accounts of the Tenant must be paid in full.
- d. Tenant must bring the proposed purchaser to the Park office at least ten (10) days prior to the intended sale in order to complete an application for tenancy and credit check. The proposed purchaser must be able to comply with all Rules and Regulations of the Park then in existence, possess the ability and readiness to meet all of the commitments of being a resident in the Park, sign a lease agreement for the use of the Lot or an assignment of the remainder of the Tenant/seller's lease term, and not have a reputation of disturbing the peaceful enjoyment of others or of committing recent criminal offenses or offenses related to excessive use of alcohol or use of illegal substances or possess such other character traits which in Owner's reasonable judgment would not render the proposed purchaser as a suitable occupant of the Park.
- e. Tenant must be sure that the purchaser qualifies for a lease of Tenant's Lot before the manufactured home is to be sold and left in the Park.
- f. As a condition of Owner's approval of any sale of a manufactured home which is to remain in the Park, the prospective purchaser and Tenant must agree in writing with Owner (i) to make such improvements, repairs and/or upgrades as are deemed necessary by Owner so that the manufactured home being sold meets the then existing standards, policies, Rules and Regulations of the Park and (ii) to make such improvements, repairs and/or upgrades prior to the transfer of ownership of the manufactured home in question.
- g. As a condition of Owner's approval of any sale of a manufactured home which is to remain in the Park, upon request of Owner, Tenant seller shall provide to Owner reports, in form and content satisfactory to Owner, from a certified electrical inspector and from a licensed plumber certifying that the manufactured home being sold meets all applicable code and safety standards.

16. Charges for Tenant's Failure to Perform Obligation, Rental Payments, Fees and Charges. In the event Tenant or his/her Permitted Resident or a Guest of either fails to comply with any requirement of the Rules and Regulation set forth herein, Tenant, by residing in the Park, irrevocably authorizes Owner to undertake such actions and activities which will eliminate any such violation of these Rules and Regulations. If Owner decides to hire an outside contractor to perform the service or repair or supply/purchase the necessary materials or Owner decides to use its own employees to perform the service or repair and/or purchase the necessary materials or any combination thereof, then Tenant agrees to pay the actual costs and/or charges of same with the next rental payment which is due to Owner. If Owner or their employees perform the service or repair, the rate to be charged to Tenant is set forth in the current Schedule of Charges plus the actual costs of all materials used. Tenant shall pay his/her rental payments on time, pay when due all amounts owed for utilities whether supplied by Owner or a public utility company, and pay all other charges and fees upon presentation on an invoice or upon the date specified therein.

17. Defaults.

- a. **Failure to pay rent, charges, etc.** All Tenants acknowledge and agree if Tenant shall fail to pay rent on time or any other charges that are owed after due notice as required by law, or if Tenant shall breach any other terms or condition of his/her lease agreement or these Rules and Regulations after due notice as required by law, then Owner shall have the right and option, in addition to any other remedies

available at law to Owner:

1. To terminate the Tenant's lease; without additional notice.
2. To bring a proceeding or action in court to evict Tenant from his/her Lot and/or recover possession of Tenant's Lot and/or the leased premises without any further notice other than that required by law.
3. If and as provided by law, to bring an action to recover the whole balance of the rent and other charges due for the un-expired term of Tenant's Lease.
4. To demand immediate payment of all past due, current, future and additional rent and charges served for the remainder of the un-expired term of this lease agreement, and Owner shall have the immediate right to enforce collection of these payments against Tenant.

b. All of Owners remedies contained in Tenant's lease, in these Rules and Regulations and granted to Owner by law and in equity shall be cumulative and concurrent. If Owner shall pursue any remedy, it shall not be deemed a waiver of the right to pursue any other remedy that may exist.

c. Owner shall have the right to insist on strict compliance with the terms, covenants and conditions contained in Tenant's lease and contained in these Rules and Regulations without having insisted upon strict compliance at any previous time. Any conduct which is inconsistent with the right to require strict compliance shall not be a waiver of the right to require strict compliance in the future, shall not create a custom, and shall not modify the terms, covenants and conditions of this agreement.

d. **Failure to comply with Rules and Regulations other than payment of rent and other charges.** Owner may terminate Tenant's lease in the event that Tenant continues to be in violation of any Rules or Regulation beyond ten (10) days after receiving notice thereof or is a persistent violator of any Rule or Regulation.

e. **No waiver for acceptance of a partial payment.** No payment of rent or other charges and fees by a Tenant or received by Owner of any amount of the monthly rent provided for in the Tenant's lease or charges and fees provided for in the Rules and Regulations and the Schedule of Charges and Fees shall be deemed to be other than on account of the stipulated rent, charges or fees, as the case may be, nor shall any endorsement on any check or any letter be deemed to be an accord and satisfaction. Owner reserves the right to accept such a partial payment without prejudice to Owner's right to collect all balances due and to terminate Tenant's lease for cause, including non-payment of rent, charges or fees.

f. **Application of Payments.** All payment received by Owner will be applied to Tenant's account in the following order: first to late charges, second to all other costs, charges and fees due to Owner, third to delinquent rent, fourth to delinquent charges, and then to the balance of the current rent.

18. Rent and Fees Increases. Rent and other fees, charges, and assessments may be increased no more than once in any calendar year, upon Owner giving ninety (90) days' written notice.

19. Injury to Person or Property. Except in the case of Owner's own negligence, gross negligence or willful misconduct and except in the case where applicable law provides otherwise,

a. Owner shall not be liable to Tenant, Permitted Resident and/or Guest for any damage caused to their persons or property, by water, rain, snow, ice, sleet, wind, fire, storms and accidents or by breakage, stoppage or leakage of water from any source, gas, heating, and sewer pipes, defective pipes or plumbing in, upon, about or adjacent to the Lot and/or in the Park.

b. Owner shall not be liable to Tenant, Permitted Resident and/or Guest for any damage caused to their persons or property for any failure of water supply, propane, supply, electric current or flow of natural gas.

c. Owner shall not be liable to Tenant, Permitted Resident and/or Guest for any accidental damage caused to their persons or property in or about the Lot or the Park resulting from operating electric lighting, heating of air, heating of water or sprinklers.

d. Owner shall not be liable for any damage, loss or injury to the person, property or effects of Tenant, Permitted Resident or Guest suffered on, in or about the Lot and/or Park by reason of any present, future, latent or other defects in the form, character or condition of the Park or any part or portion thereof and/or the Lot or any part or portion thereof.

e. Owner shall not be liable for any property of Tenant which is placed or stored in the Park and/or

on the Lot and/or in the manufactured home located on the Lot.

20. Renter's Insurance. Tenant is advised that he/she should purchase hazard insurance at Tenant's costs in order to insure Tenant's personal property against destruction, loss and/or injury.

21. Indemnification. Except as otherwise provided by applicable law, Tenant shall protect Owner and hold Owner harmless from any and all liability for any damage to any occupant of the Park or to any person occasioned by or resulting from any carelessness, negligence or improper conduct on the part of Tenant or his/her Permitted Resident or Guest or a Guest of his/her Permitted Resident.

22. Waivers, Amendments and Changes to Rules and Regulations. The Rules and Regulations may be added to and/or amended from time to time and such changes shall become effective after thirty (30) days written notice has been given to all Tenants. The Tenant agrees to be subject to all subsequent amendments and modifications to these Rules and Regulations and agrees without further signature to be bound and obliged by these Rules and Regulations and will comply with the same. Owner, may from time to time, give waivers to the Rules and Regulations within its reasonable discretion. Failure of Owner to insist upon the strict performance of the terms contained in these Rules and Regulations, as these may be amended from time to time shall not constitute or be construed as a waiver or relinquishment of Owner's right to hereinafter enforce any such term, and the same shall continue in full force and effect.

23. Validity of Rules and Regulations. If any part of these Rules and Regulations shall be found to be invalid by a court of competent jurisdiction, such declaration shall not affect the remaining portion of these Rules and Regulations.

24. Variances to Rules and Regulations. If Tenant finds that a change in the Rules and Regulations shall cause Tenant to be in violation of any such Rule and Regulation, and the violation existed on a continuous basis prior to the issuance of such Regulation and Rule or change thereof, Tenant must apply in writing with the Owner on or before the effective date of the Rules and Regulation for a variance to the Rule and Regulation in question. Owner will grant a variance where the violation of the Rule and Regulation in question will not result in a violation of any law or regulation applicable to the Park and/or does not result in a nuisance or danger to others. Any variance granted by Owner, however, may be limited to a period of time. Tenants shall be required to comply with all Rules and Regulations of the Park unless Tenant applies for a Variance on or before the date set forth above and such variance is granted in writing to Tenant.

25. Registration of Manufactured Home. Each Tenant shall maintain with Owner a registration form showing the make, year and serial number of his/her manufactured home, the name of the owner(s) of manufactured home, and the name and address of all lien holders, if any. Tenant shall provide notice to Owner within ten (10) days of any new lien, change of existing lien, or settlement of any lien.

26. Maintenance of Community Standards. In order to maintain community standards for this Park, Owner reserves the right to terminate a rental agreement and require the removal or repair of a manufactured home based on the age, deterioration, obsolescence, or appearance of the interior or exterior of any manufactured home. Said determination shall be made in Owner's reasonable discretion.

a. Any Tenant approved for residency shall be required to make any repairs or changes to the manufactured home deemed necessary by Owner to improve and upgrade the manufactured home to the Park standards.

b. All purchasers of manufactured homes in the Park shall take notice of the manufactured home standards to which the Park operates prior to purchasing a manufactured home in the Park.

c. Failure of any Tenant to make repairs or changes deemed necessary by Owner to improve and upgrade to Park standards the manufactured home shall be the basis of the termination of Tenant's rental agreement.

d. A resident may replace a manufactured home, provided that such replacement home shall not occur without the written prior approval of Owner and the replacement home meets all applicable legal codes, Owner reserves the right to require drawings, manufacturer guidelines and other

building/construction paperwork prior to accepting the replacement home in the Park.

27. Installation of Utility Meters. Tenant authorizes Owner, its agents and contractors, and public utility providers to attach meters to the outside of Tenant's manufactured home by attaching them with bolts and/or screws.

27. Written Notice Requirements. No notice required or permitted under this Lease, the Rules and Regulations or any applicable law will be effective unless delivered in writing to the Owner, at PO Box 428, Ardmore, PA 19003. Neither the Park Owner nor any employees of the Park are authorized to accept oral notices and oral notifications.

28. Water Restrictions. Owner may impose water usage restrictions from time to time if warranted by drought conditions, unusual demands or for other reasons beyond the control of Owner.

Schedule of Fees and Charges of Hillside Terrace Manufactured Home Park

Effective as of August 22, 2016

The following fees and charges shall be in effect until further notice:

1. **Payments, Late and Other Charges and Payments other than Rental Payments.**
 - a. A late charge of Fifteen Dollars (\$15.00) will be charged and is due and payable for any month in which payment is received by Owner after the tenth (10th) day of the month or later. The late payment fee of Fifteen Dollars (\$15.00) is due and payable after the tenth (10th) day of the month. Tenant shall also pay all attorney's fees and costs in connection with any action, action at law or court proceeding undertaken by Owner to recover a delinquency in payment, to recover possession of the Tenant's Lot and/or to enforce the Lease or the Rules and Regulations. Tenant agrees that the reasonable attorney's fees and costs become Additional Rent.
 - b. Tenant shall pay a fee of \$25.00 plus the amount charged to Owner for each check of Tenant which is not honored and is returned for nonpayment.
 - c. The amount due for each utility shall vary from month to month depending on usage.
 - d. The water and sewer utility is billed directly to the Tenant by third-party vendor Water Watch. Water Watch acquires its rates from Town of Lockport. Should a Tenant fail to pay Water Watch for the water and sewer utility, Water Watch may charge-off the balance on the Tenant's account and pass the collection of that charge to the Park, who will then bill the amount due to the Tenant as additional rent.
 - e. Payments shall only **be deemed** to be received by Owner when physically **received at the payment address set** forth on the Tenant's invoice.
 - f. There shall be no more than a maximum of two (2) permanent motorized vehicles per manufactured home permitted to be parked in the Park at any one time unless prior arrangements for the parking of an additional motor vehicle has been approved by Owner. An additional motorized vehicle will be charged a fee of \$40.00 per additional motorized vehicle, per month.
 - g. Boats and recreational vehicles shall be permitted on a lot with prior permission from owner, and must have a garage/shed to store in. An additional charge of \$40 per month will be charged.
2. **Miscellaneous Fees for New Tenants.** The following fees will be charged to all individuals who are applying to become a Tenant of the Park.
 - a. \$25.00 per each applicant for researching applicant's credit, employment and/or background information all of which is non-refundable.
3. **Costs of Remedies and Repairs.** In the event Tenant or his/her Permitted Resident or a Guest of either fails to comply with any requirement of the Lease or Rules, Owner shall have the right to undertake such actions and activities which will remedy any such violation(s), and the reasonable cost shall be charged to the Tenant. Tenant agrees to pay the cost of repairing all damage caused by the Tenant or his/her Permitted Residents and/or Guests to the Lot, including but not limited to water meters, sewer lines and connectors, drain lines and connectors, propane lines and connectors, natural gas lines and connectors, and electrical lines and connectors. The cost charged to Tenant will be the Owner's cost for the items repaired, replaced and/or materials used and/or the Owner's cost for labor. If a contractor other than Owner makes a repair or supplies materials or labor, Tenant shall pay the full cost of same. If the Owner or the employees of either, performs the service or repair, the rate to be charged to Tenant shall be Forty Dollars (\$40.00) per hour multiplied by the time (using incremental periods of not less than fifteen (15) minutes) that it takes Owner to perform such tasks plus the actual cost of all materials used.
4. **Additional Rent.** Tenant agrees that all fees and charges under these Rules or a Tenant's Lease are additional rent and will be charged to Tenant's account as such.
5. **Security Deposit.** The fees set forth above are not a part of any security deposit.

Accepted and executed by Tenant(s) this ___ day of _____, 2022, in Silver Springs, New York by:

Tenant(s):

Sign: _____

Print Name: _____

Date: _____

Sign: _____

Print Name: _____

Date: _____

Accepted and executed by Owner this 25th day of January, 2022, in Silver Springs, New York by:

Big Rib IV, LLC

Sign: _____

Title: Manager

Date: _____