

2008 RULES AND REGULATIONS



Manufactured Housing Community, Schuyler, NY

Effective 1/1/2008

1. RENT - Rent is due the first day of every month, in advance, and without demand. **Any rent payment received after the tenth (10th) of each month is not entitled to a discount rate and will be subject to a Thirty dollar (\$30.00) difference for failure to meet the discount rate time requirements.** Any rent payment received after the last day of each month will also be charged an additional 5% on the total amount, to be considered a late charge and additional rent, and may be collected in Summary proceedings if necessary. **Please make all checks payable to Bono Brother LLC, also memo all rent checks with your Old Lot Number.**

2. BAD CHECKS - Tenants will pay to the owner a **thirty five dollar (\$35.00)** service charge for each time a check tendered to the owner for rental or services in connection with the use and occupancy of the mobile home and such check is returned by the bank for any reason.

3. GARBAGE - Each resident is required to have sturdy, covered garbage containers sufficient to contain all plastic bags containing garbage which are left outside. **Garbage containers are to be kept out of public, until on Monday's after 5:00 PM.**

3a. TRASH - Management will begin picking up trash on the first Monday of the Month from May to October. **Trash that is put by the roadside other than the first Monday of the month will be consider extra services and will be subject to a \$75 labor and dumping fee.** If you are in need of trash removal other than the first Monday of the month, you may bring you trash to the Onieda-Herkimer county solid waste authority on Wards Ave. in Utica.

4. MAINTENANCE AND REPAIRS -Residents/Lessees shall maintain their own lots:

(a) During the warm weather months, residents shall maintain all shrubs, lawn and garden area's in a neat and orderly manner, including without limiting mowing around the perimeters and outbuildings, trimming and raking.

(b) During inclement month residents shall keep all driveways, paths, walkways, awnings, roofs and storage area's free and clear from snow and ice accumulation.

(c) No Junk, trash, garbage, litter, debris, branches, Clippings or leaves shall be permitted to accumulate.

(d) Because of underground waste disposal and electrical facilities, lawns may not be dug up or disturbed in any way without prior written consent of the management. Management reserves the right to mow lawns and perform necessary maintenance, and charge the occupant's for all labor and machinery costs. Such bills for maintenance and repairs are to be paid within thirty (30) days and shall be considered additional rental and subject to collection in Summary proceedings in court.

5. SKIRTING - Every mobile home must be skirted with a manufactured product within thirty (30) days of occupancy and comply with the local ordinance, if any, that requires skirting. Any skirting which has fallen down or is damaged must be replaced immediately. Any fine levied by the Town Board for violations of skirting ordinance shall be the responsibility of the tenant. No homemade skirting is permitted.

6. ADDITIONS - Any additions, such as decks, awnings, sun rooms, and other additions must be constructed with manufactured products only and must be approved by management before any work commences. No permanent structures will be allowed to be built on park property. Any and all additions, including storage sheds, shall be in compliance with all state and local building codes. Permits and licenses for any of the above mentioned structures shall be the sole responsibility of the tenant and must be in the possession of the tenant prior to commencement of construction. All fees are the responsibility of the tenant.

7. STORAGE SHEDS - **As of Jan 1, 2002 No metal sheds will be allowed. Only approved wood and vinyl sheds will be allowed. No more than 1 shed per lot.** All additions, enclosures, buildings, or masonry to be placed on the lot must be pre-approved by lessor prior to construction and are subject to all applicable codes rules and regulation. Storage sheds are required for storage of lawn and garden equipment, boxes, cans, bottles, toys, bicycles, etc. Sheds may not be larger than 100 Sq. ft.

8. FENCES - Any occupant wishing to erect a fence must obtain prior written approval from the lessor before erecting any kind of a fence. Any damages caused by the failure to obtain prior written permission of the lessor will be charged to the resident as additional rent and is collectable in Summary proceedings.

9. PERMITS - In accordance with the rules and regulations, statutes, and/or ordinances of the Town of (Schuyler/Little Falls/Cape Vincent), each mobile home will be required to have a Town of (Schuyler/Little Falls/Cape Vincent) Mobile Home permit before being placed on your lot.

10. SEWER LINES - Residents are responsible for keeping their sewer lines clear between their homes and ground connections. Do not flush paper towels, disposable diapers or liners, sanitary napkins, contraceptives, coffee grounds, grease and food particles down kitchen or bath drains. Any repairs caused by failure to keep such sewer lines clear and free of obstruction shall be charged to the tenant or occupant as additional rent and is collectable in Summary proceedings.

11. IMPROVEMENTS TO LOT - Other than original seeding, landscaping in Millers Grove, Sunset View and Vincent's Landing Mobile Home Parks will be the responsibility of the tenant. Planting of trees, shrubs, and other plants are encouraged, but must first be approved by the management. If approved and planted, such trees, shrubs, plants and concrete or blacktop driveways and walkway become fixtures attached to the property and may not be removed or disturbed even after your tenancy terminates. Landscaping and lawn care in Country Meadows Community will be maintained by park management.

12. FURTHER MAINTENANCE - The landlord shall provide water, sewer, gas, and electric connections to the site (*NOTE there is no natural gas service in Sunset View, Vincent's landing or Sunset Shores.*) . The tenant is responsible for connection and maintenance of equipment from the site to the mobile home itself. The tenant is responsible for the heat tape on all mobile homes. Each tenant shall be responsible for making tight and approved connections to all utilities. Sewer line connections shall include a rubber donut gasket at the point of attachment to park outlets. Alterations and/or damage to utility connections due to disregard of park regulations or carelessness on the part of the tenant and/or family members, guests, licensees, or invitees will be repaired by the management and charged to the responsible tenant as additional rent and is collectable in Summary proceedings.

13. FIRES - No rubbish, brush, or leaves shall be burned on park property. Also, because they present a fire and health hazard, rubbish, brush and leaves shall not be left piled anywhere on park property either.

14. ANCHORING - If desired by tenant, each tenant shall be responsible for installation and maintenance of anchoring system.

15. FUEL TANKS AND BOTTLED GAS - Fuel tanks and bottled gas will be placed in a safe location designated by management and will be properly maintained by residents and painted, if necessary. All oil and kerosene tanks **MUST** have tank tubs installed to prevent soil Contamination or be converted to natural Gas. *For more information on tank tubs and installation contact our office.* Fuel tanks shall be inspected on a regular basis. No other fuel or hazardous substance may be stored on the premises. Residents are responsible for an damage arising out of deficient tanks. This applies to Country Meadows, Millers Grove Mobile Home Parks and Sunset view.

16. PETS - Residents are responsible for the actions of the pet at ALL times and agree to abide by the following rules:

A. Residents agree that the pet will not disturb the rights, comforts, and conveniences of other residents in the mobile home park. This applies whether the pet is inside or outside of resident's home.

B. Residents shall not permit the pet in other residents' grounds.

C. When the pet is outside of the owner's home, the pet shall be kept on a leash, and under resident's supervision at ALL TIMES. Management shall have the right to pick up loose pets and/ or report them to the proper authorities. Management may impose reasonable charges for picking up and/or keeping loose pets.

D. The pet shall not be tied to any fixed objects anywhere on mobile home park grounds, including roads, grassy areas, or any other place within the park.

E. Pet owners shall NOT allow pets to defecate on other tenants' grounds. Pet owners are responsible for the IMMEDIATE removal of pet waste from the mobile home park.

F. All dogs must have a license from the towns of Schuyler or Little Falls. A copy of this License must be submitted to the park management with each yearly renewal.

G. ALL cat and dog owners must submit written proof of rabies vaccinations. All vaccinations must be current and up to date.

H. Only ONE cat or dog will be allowed per household.

I. A service fee of \$120.00 per year or \$10 per month will be charged for dogs. All fees must be paid. Failure to pay this fee is grounds for eviction.

J. Pet owners shall be liable for the entire amount of ALL damages caused by the pet. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. Residents shall be strictly liable for the entire amount of any injury to the person or property of others caused by such pet, and pet owner shall indemnify owner for all costs of litigation and attorney's fees resulting from same.

K. All cats and dogs must be approved by management. Only dogs UNDER thirty (30) pounds are allowed. Please pick up application for approval at the park office.

L. VIOLATION OF PET SERVICE AGREEMENT: If any rule or provision of the pet service agreement is violated by pet owners, other occupants, guest, or invitees, pet owners shall, at management's option, immediately and permanently remove the pet from the premises upon written notice by management or management's representative. If the pet owner refuses to remove the pet, **eviction proceedings will begin at management's option.**

M. Management reserves the right to have any lessee, family member of lessee or invitee remove any pet from the leased premises of the park, if in the opinion of management, in its sole discretion, such pet is creating a nuisance or such pet poses a threat to the health or safety of other occupants.

17. DISTURBANCES - Each tenant is required to be respectful of the right of other tenants to quietly and peaceably enjoy their premises. Loud music, excessive noise, and disorderly conduct is prohibited and will not be tolerated. Residents are responsible for the conduct of their guests. Parents or guardians are responsible for the conduct of their children. Do not violate the privacy of your neighbor's yard.

18. MANAGEMENT NOT LIABLE - The management is not responsible for damage, injury, or loss by any cause including but not limited to accident, fire, or theft to the person or property of residents, their guests, licensees, or invitees. This shall be considered FULL notification that occupants are using property and /or equipment at their own risk. Residents, lessees and occupants hereby covenant and agree to indemnify hold harmless and defend lessor from all costs and expenses including attorney fees, liability, loss, or any other expense arising out of such claims, injuries, damages, or losses.

Lessor shall not be liable for any damages occasioned by failure to keep the park premises in repair and shall not be liable for any damage caused by plumbing, gas, water, steam or other pipes, sewage, or the bursting, leaking, or running of any pipe, tank, wash tank, water closet or waste type, in above, upon or about said space of park premises, not for any damage occasioned by water, snow or ice coming through or being upon the space of park premises, not for any damage arising from act, or neglect of co-residence, occupants, or owners adjacent or any other space and property. Owner assumes no responsibility for any electrical failures of any type or nature.

19. MOTOR VEHICLES

A. Parking - No more than two (2) vehicles will be allowed per site and each must be currently registered, insured, and parked off the road. **There will be no junk vehicles or vehicle storage permitted. Campers, utility trailers, boats, etc. must be parked in areas specified by the management.** Management shall not be liable for damage to any vehicle kept by tenants on park premises. Tenants assume the risk of using, keeping and storing vehicles on park premises.

B. No major maintenance or overhauls of motor vehicles are permitted in the park.

C. SPEED LIMIT- Speed limit is 10 MPH. Residents are responsible for their guest, licensees and invitees. One way signs must be observed where they apply.

D. NO UNLICENSED VEHICLES - Vehicles lacking current licenses or registrations are not to be kept in the park. This also includes snowmobiles and motor cycles.

E. NOISE RESTRICTION - Vehicles which are so loud as to disturb the peace of the other occupants of the park are not permitted to be operated within the park.

F. TRUCKS - No trucks larger than conventional pickup trucks will be permitted to be kept in the park.

G. No Vehicles will be allowed to be parked on any lawns or grassy area. Management reserves the right to tow any vehicle parked on lawns or grassy areas. Vehicles Must be parked on Blacktop only.

H. During the winter months of November 1 through April 1 vehicle will not be allowed to park on road ways overnight. Management will have the vehicle towed at the owners expense. Overflow parking will be allowed at Vacant lots and reserved areas of the community.

I. No motorized scooters, all terrain vehicles, snow mobiles, motorized skateboards, go-carts, motorized bicycles, or children's ATV shall be operated on park property at any time.

20. RESIDENTIAL PURPOSES - No peddling, soliciting, or commercial enterprises will be allowed in the park without written consent of the management. No garage, moving, or auction sales shall be permitted in the park without prior written approval of management. Furthermore, the mobile homes may not be rented, loaned, or used by anyone for any purpose other than residential purposes for the original occupants without the written consent of management.

21. OCCUPANTS - No additional person or persons may reside in the mobile home other than those originally approved on the application or those born by them. Any falsification of names or information listed in the application for residency will automatically void the application and result in termination of the tenancy.

22. CHILDREN - Children are not allowed to wander unsupervised. Bikes and toys are not to be left in roadways. Children are not allowed in common office buildings or sales area without parents. Riding of toys, playing, or loitering in these areas is prohibited. Children are not permitted to play on any construction areas or on maintenance equipment.

23. CLOTHES LINES - No clothes lines except umbrella types are to be used on individual sites or homes unless approved by management.

24. WOOD PILES - Wood piles for stoves or internal burning must be kept off the ground to discourage infestation by rodents and must be kept neatly piled.

25. 911 ADDRESS - Your 911 number must be placed on your mobile home for delivery men, gas, electric and telephone personnel as well as mailmen. Most of all for emergency purposes. Letter must be a least 3 inches.

26. HOBBIES - No hobbies are allowed which create a nuisance or disturb the peace of other occupants of the park such as sending radios, discharging of fire arms, fire crackers, fireworks or operation of internal combustion engines other than licensed motor vehicles or lawn mowers.

27. WATER- Each resident should be aware of the need to be conservative with regard to the use of water.

A. Washing of cars is NOT permitted.

B. Watering of lawn in NOT permitted.

C. Swimming pools are NOT permitted.

D. The exterior of the Mobile Home should be washed only when necessary to maintain the outside appearance.

E. Occupants are required to maintain their water systems and are responsible for wrapping heat tape and taking other insulation measures to prevent freezing of water pipes. Continual running or dripping of water is not permitted. Violation of these rules constitutes grounds for eviction.

28. SATELLITE TV - All Dishes must be placed on the back third of the home. No exceptions. Management will not remove or trim any trees that obstruct reception. Only 24" or smaller dishes will be allowed.

29. TOYS- All toys not in use must be kept in shed or out of sight.

BASKETBALL POLLS -are not allowed on the side of road ways. Only in driveways 15 feet from edge of road.

TRAMPOLINES- absolutely no trampolines will be allowed on park property.

30. SUBLETTING AND SALE OF YOUR MOBILE HOME- Rules for the subletting and sale of your mobile home are set forth in section 233 of the Real Property Law and reference to same is hereby made with regard to the rules and regulations regarding the sale or subletting of your mobile home within the park. Residents are not permitted to make a promise of occupancy in this park to other persons who may wish to purchase or sublet your mobile home in this park. The management reserves the right to approve or disapprove persons wishing to reside in this park based upon character or credit references. Such a decision as to the suitability of a proposed purchaser or sublease of your mobile home in this park Must be obtained in advance of the time you propose to consummate any such transaction and must be in accordance with the requirements of Section 233 of the Real Property Law.

31. MOVING OUT- The tenancy herein is a month to month one. Before moving out, tenants must give at least thirty (30) days written notice, or notice on the first day of the month preceding the move, whichever is longer. All outstanding accounts must be paid in full before the tenants leave the park. No adjustments or refunds will be made for partial month's rent unless agreed to, in advance, in writing, by management.

32. All contractors performing work in the park shall register in park office. Each contractor shall carry and place on file a certificate of insurance evidencing general liability coverage for bodily injury and property damage. Contractors who fail to provide a certificate of insurance shall not be permitted to work within the park and may be removed from the premises. Residents/ Lessee shall indemnify lessor for all claims arising out of all work performed by Residents/Lessee Contractor.

33. A violation of these rules shall constitute a material violation of the lease.

34. EMERGENCY CASES - In cases of emergencies (ex. water leaks, sewage back-ups, electrical problems, etc.), please contact:

Vincent, Jack, and Joseph Bono, Jr.

(315) 895-4042- Main Office

New 24 hour Contact Numbers

For Rent and Sales:	868-2001	Joe Jr.
For Management or Complaints:	868-2002	Jack
For Park Emergencies and Service:	868-2003	Jim

Visit us at www.bonobrothers.com
Or E-mail BonoBrothers@aol.com