

Slippery Rock Manor

MANUFACTURED HOUSING COMMUNITY PARK RULES

5772 Ellicott Rd, Brocton, NY 14716

Latest Revision Date: October 2023

Introduction

- The Park Rules are not intended to restrict or burden the tenant. Their purpose is to provide for a clean and orderly community for the safety and enjoyment of all tenants.
 - When abiding by the Park Rules, tenants are showing their respect and consideration for the privacy, property, and rights of their fellow tenants.
 - Landlord reserves the right, upon legal notice, to rescind or change the Park's Rules when deemed necessary.
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1. Registration

- A. Any person wishing to reside in the Park must complete an application for tenancy prior to moving in, including buyers of a home in the Park, and if it is approved, sign a rental agreement and any other relevant paperwork required by the Park.

2. Residents' Conduct

- A. Volume of voices, radio, television, stereo or similar equipment must be kept low enough so as not to disturb the neighbors, at any given time.
- B. Noisy disturbances, abusive language, intoxication, and/or disorderly conduct are strictly prohibited.
- C. For their own protection, children are not allowed to play on the Park roads, nor to congregate or loiter on Park grounds after dark.
- D. Tenants are responsible for the actions of their children, visitors, and pets.
- E. Residents must comply with all applicable federal, state, and local laws.

3. Pets

- A. Pre-existing pet owners are limited to 1 pet per lot with prior written approval from the Park.
- B. The Park does not allow pets that are unrestrained, have no current license, and/or rabies shots.
- C. Proof of license, vaccination, and a photo of each pet must be provided to the park prior to approval being granted.
- D. The permit to keep a pet may be canceled and the pet banned from the Park when it is noisy, unruly, endangers, or causes complaints from other residents.
- E. Owners must clean up after their pets regularly.
- F. When outdoors, pets must be on a leash. Any pet running loose may be taken to the animal shelter without warning.

- G. Dog houses must be neat in appearance.
- H. All pets shall be registered via a Pet Addendum to the tenant's lease agreement.
- I. Any tenant who wishes to move in a new pet that is not currently listed on their lease and/or pet addendum must receive prior written permission from the Park.
- J. Certain dog breeds are restricted within the park. The restriction of certain breeds shall be at the Landlord's discretion, and may change without notice.
- K. All pets shall be limited to 25 lbs or less each.
- L. At Landlord's discretion, certain park-owned homes within the Park may be deemed as "no pets allowed".
- M. At Landlord's discretion, either an additional pet deposit of \$200 per pet and/or an additional monthly pet rent of \$25 per pet will be required.
- N. For the safety of all tenants, pet violations will be taken seriously. Violations of this section may result in the commencement of eviction proceedings.

4. Lots

- A. Tenants must keep their lots, decks, entrances, porches, sheds etc. in a neat, clean, sanitary and orderly fashion.
 - a. Lots may not be used to store vehicles that are unregistered or not road worthy.
 - b. Lots are not to be used to store discarded furniture, appliances, boats, tires, debris, or other unacceptable items.
- B. Mowing and weed whacking of said lot is the responsibility of the tenant, unless the tenant is enrolled in the Park's lawn maintenance program.
 - a. The lawn maintenance program is available to all tenants in good standing for an additional \$25 per month, for all 12 months of the year. A separate lawn maintenance agreement must be signed prior to being enrolled in the program.
 - b. If a tenant fails to maintain their lot, they may be automatically enrolled in our lawn maintenance program and charged an additional lawn maintenance fee each month, or the Park may perform a one-time lot cleanup and charge the tenant for the cost incurred by the park.
- C. Digging or driving stakes is forbidden as underground utility lines may be damaged.
- D. Moving or tampering with water, sewer, gas, electric lines, or meters is strictly forbidden and may result in the tenant being charged for any damages incurred by the landlord.
- E. Any tenant that does not keep their lot neat, clean, sanitary and orderly will cause the Park to do so, and be billed accordingly.
 - a. The Park shall only perform lot cleanup after advance written notice to the tenant.
 - b. Tenant understands that the Park cleaning their lot will result in the removal and/or disposal of all items on said lot. The Park shall not be held responsible for any items removed or disposed of, even items considered to be of value by the tenant.
 - c. If this bill is not paid within a timely manner, it may be considered grounds for eviction. Tenant(s) shall be responsible for all reasonable legal fees incurred.

5. Manufactured Homes

- A. For tenants who own their own homes, the installation, anchoring, and connection to utilities is the tenant's responsibility. All homes must be neatly sided within thirty days of moving in. All of the above is subject to the inspection and approval of both the owner and local authorities.
- B. Tenants must maintain and keep both the lot and home in a neat and orderly way.
- C. The addition of rooms, enclosed porches, sheds, or any other structure is not permitted without Owner's permission and a building permit from the Town of Portland.
- D. Any tenant who owns their own home and wishes to remove their home from the park must do so in accordance with the document entitled "Park Rules for Home Removal" attached to the Park Rules.

6. Skirting

- A. Skirting will be installed within thirty days of moving in, painted white (unless a special exception is granted by the Park), and kept completely closed and in good repair at all times.

7. Storage Sheds

- A. Residents are allowed to install their own sheds which must be commercial grade, completely enclosed, and painted, with doors. All sheds must be properly anchored and doors kept closed. No more than one shed per lot and must be approved by Park owners prior to erection. A building permit from the Town of Portland must be obtained.

8. Fences

- A. The Park does not allow fences or lot barriers of any kind, including those constructed of blocks & wood, railroad ties, or any similar materials.

9. Vehicles

- A. For the safety of all residents, especially children, vehicles must not exceed a speed of 5 MPH within the Park.
- B. No residents shall maintain more than two vehicles within the park. Storage of more than 2 vehicles, or vehicles not in use is not allowed.
- C. All vehicles must be parked in the driveway area designated for the tenant's specific lot. The parking of vehicles on lots, patios, in front of the mobile home, alongside or on roadways, or grassed areas is not permitted.
- D. All vehicles must display a valid registration and be in operating condition. The Park may tow them away, after notice, at the owner's risk and expense.
- E. Snowmobiles, ATV's, dirt bikes etc. may not be ridden within the Park except when entering or leaving the Park, on roadways.
- F. Commercial vehicles are not to be driven or stored by residents on Park property at any time.
- G. The storage of boats or other watercraft, or RVs, within the park is strictly prohibited.

10. Water

- A. Each home within the park is individually submetered. It is the tenant's responsibility to make sure their water bill for their particular home is paid on time each month. Failure to do so shall be considered a violation of both the tenant's lease agreement and the Park Rules, and may result in the commencement of eviction proceedings.
- B. Wasting water and excessive water usage is strongly discouraged. Tenant understands these practices may lead to receiving a substantial water bill. Water conservation practices are strongly encouraged.
- C. Tenant's failure to pay their water bill on time each month is grounds for eviction.
- D. All water submetering equipment is the property of the Landlord.
 - a. Landlord reserves the right to charge Tenant(s) a fee for the replacement of said equipment in circumstances including, but not limited to the following: tampering with the equipment by the Tenant(s), damage to the equipment caused by Tenant(s) negligence such as failure to properly install or maintain heat tape and/or pipe insulation, failure to maintain proper heat inside the home due to unpaid heating bills, and/or removal of any equipment by the Tenant(s).
 - b. Tenant(s) shall be held responsible for any damaged or missing equipment in any of the circumstances outlined above or any other circumstance deemed appropriate by the Landlord.
- E. Should the Landlord find the Tenant(s) responsible for missing or damaged water submetering equipment, the Tenant(s) shall be charged a replacement fee as follows:
 - a. Water meters shall be subject to a replacement fee of \$209 per meter, including labor.
 - b. Transmitters shall be subject to a replacement fee of \$179 per transmitter, including labor.
 - c. The amounts outlined above may vary depending on the cost of equipment incurred by the Landlord at the time of purchase. The Landlord will only charge the tenant for the actual cost of equipment and installation labor incurred by the Park.
 - d. Landlord will provide a copy of an invoice of the Landlord's incurred expenses to the Tenant upon the Tenant's request.
- F. Tenant(s) shall be responsible for all water lines damaged by Tenant(s) negligence including but not limited to broken lines caused by freezing due to the failure of the Tenant(s) to properly install or maintain heat tape and/or pipe insulation, or failure to maintain proper heat inside the home due to unpaid heating bills. In the event that the Landlord completes the repair, the Tenant(s) shall be billed the cost incurred by the Landlord.

11. Laundry

- A. Please use liquid detergents, as powders leave a residue in sewer pipes and may cause blockage.
- B. Washing machine waste lines must be connected to sewer drain lines.

12. Manufactured Home Sale

- A. Tenants have the right to sell their manufactured home within the Park. Buyers wishing to keep the home in the Park must apply for residence before buying the home, not less than 10 days in advance. If the buyer does not apply for residence or if application is rejected, the home must be removed from the Park upon sale, in accordance with the document entitled "Park Rules for Home Removal" attached to the Park Rules.

13. Subject or Assign

- A. Tenants wishing to sublet or assign their home must apply in writing to the owner. The request must conform to New York Real Property Law(S2339t).
- B. Prospective tenants due to assignment, subletting, or purchase must meet all the Park's standards regarding application and rules.

14. Maintenance and Repairs

- A. All repairs within the lot boundaries or related to the manufactured home are the Tenant's responsibility, including maintenance of electric pedestals and riser pipes for water, sewer, and gas.
- B. Tenants must install a valve in their homes to prevent water heater damage that may be caused by a disruption in water supply.
- C. Tenants are responsible for unclogging the sewer line between the home and the Park's main line. Tenants must pay for all repairs or damages due to the use of toilets or sinks to dispose of non-soluble items, like hair, cigarettes, diapers, sanitary napkins, etc.
- D. Residents are responsible for keeping their water and sewer lines from freezing by proper installation of heat tape.
- E. Tenants must immediately repair any water leaks from toilets, sinks, faucets, and water lines.
- F. Tenants must make arrangements with the owner for semi-annual inspection to look for water leaks and improperly working faucets, valves, and appliances. If not working properly they must be repaired promptly by the tenant.
- G. At Landlord's discretion, the landlord may require a "Maintenance Request Agreement" to be signed by the tenant relating to plumbing, electrical, or other maintenance issues, prior to the repair being completed. If the tenant is deemed to be the main cause of the needed repair for said maintenance issue, the tenant shall be held financially responsible for the cost of repair incurred by the landlord.
- H. Smoke/CO detectors are installed and in working order prior to new tenant move-in. If a tenant notices a smoke/CO detector missing or not working properly, they must notify the Landlord immediately, prior to move-in.
 - a. After move-in, the Tenant(s) shall be responsible to maintain all smoke/CO detectors and ensure they remain in working order, including but not limited to, changing batteries and/or detectors as needed.
 - b. Tenants shall not remove any detectors for any reason, including but not limited to purposes of cooking, smoking inside the home, etc.
 - c. If Tenant(s) are found to have damaged or removed any smoke/CO detectors while living in the home, the Landlord shall deduct the cost of repair or replacement of said detectors from the Tenants' security deposit upon Tenant move-out.
 - d. Smoking inside any home within the park is strictly prohibited.

15. Pests

- A. Pests, bugs, spiders, mice, roaches, bed bugs, mold etc. are housekeeping issues to be cleaned or treated by the resident. The unit, prior to move-in, was either treated or deemed bug/mold free.
- B. If any pest control measures are needed to be done after the tenant moves in, the Landlord reserves the right to bill the tenant if landlord, pest exterminator, or mold remediator deems the tenant to be the main cause of the bug/pest infestation, or mold.

16. Termination of Tenancy and/or Eviction

- A. If there is a Lease Agreement, the terms of that Agreement will be strictly followed. In the absence of a Lease Agreement, the tenancy is on a month-to-month basis.
- B. Landlord may terminate a tenancy without cause or stated reason by giving the Tenant proper notice (NY RPL S233<b.). Otherwise, the following may be grounds for eviction:
 - a. Non-payment of rent
 - b. Violations of federal, state or local law.
 - c. Illegal use of home or lot.
 - d. Violation of Park rules and failure to correct violations within ten days.

Tenant(s) shall be responsible for all reasonable legal fees incurred.

17. Departure

- A. Tenants moving out must give the owner 30 days' written notice prior to departure.
- B. Only full month's rent will be accepted; Tenants leaving at any time after the first day of the month must pay a full month's rent, unless prior arrangements are made and agreed to by the Landlord.
- C. The Tenant is expected to leave the manufactured home and lot in good order and free of any debris or personal items.
- D. The Tenant must submit the "Forwarding Address for Deposit Refund" form to the Landlord so that the Tenant's deposit refund may be properly processed. Tenant understands that failure to do so may result in the delayed processing of the Tenant's deposit refund. The refund cannot be processed until this form is received.

18. Liability

- A. Park owner shall not be responsible for damage or loss, or injury to either the person or property, of any resident or visitor, caused either by act of God, accident, theft, fire, malicious mischief, negligence of a resident or others, *or* occasioned by water, snow, ice, or falling trees or branches, nor for any damage caused by or from electricity, plumbing, gas, water, or sewage. All persons who enter or live in the Park do so at their own risk. Park owners shall not be held responsible for interruptions or deficiencies in the supply of water, sewer, electricity, gas, or other services.
- B. Tenants will be held liable by the landlord for all damages to the home or lot caused by tenants' negligence, actions, or inactions, including but not limited to fire damage when tenants are deemed to be the cause of said fire.
- C. In the event that water lines to a Tenants' home are to freeze, such as due to extremely cold temperatures in winter, the Tenant shall be prohibited from using any open-flame devices, such as blow torches, on or near the home, with the intention of thawing the lines, or any other reason.
- D. Tenants are required to have a renter's insurance policy.

19. No Waiver

- A. Owner's acceptance of rent with knowledge of any default by resident or waiver by owner of any breach of any term of the Park Rules shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by the owner of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of the Park Rules.

20. Rent and Late Fees

- A. Rents are due and payable in advance on the first day of each month.
- B. The Park allows for a rent payment grace period of five (5) days. Therefore, all rent payments are expected to be received by the Landlord no later than the fifth day of each month.
- C. The tenant shall be charged a late fee of 5% or \$25, whichever is lesser, on all rent payments overdue 10 days or more.
- D. Frequent late payments will not be tolerated and may result in the termination of a Tenant's month-to-month tenancy by the Landlord.
- E. The late charge does not waive or prejudice the landlord's right to evict a Tenant for nonpayment of rent when due on the first day of each month, or terminate a month-to-month tenancy when the tenant frequently pays late.
- F. Non-payment of levied late charges will result in the commencement of eviction proceedings and/or termination of the Tenants' month-to-month tenancy.
- G. The tenant shall notify the landlord regarding all changes relating to the Tenant's income.

21. Miscellaneous

- A. Homes must be used for residential purposes only.
- B. By statutory law, trees and plants become Park property after they are planted.
- C. In all situations where the owner's approval is needed, the approval must be in writing. Claims of verbal approval will not be considered.
- D. In case of eviction and/or violations of the Park Rules, the owners will be entitled to collect from tenants, attorney's fees, court costs, the cost of moving the mobile home, and all other related expenses.
- E. Landlord shall have the right to sell or otherwise dispose of abandoned property. Which may include steps, blocks, decks, adjacent structures or the removal of a mobile home if abandoned. The proceeds from any sale of said property would be used to offset the cost of removal or disposition of abandoned property.
- F. If a lot is untended or a tenant is in violation of any Park Rule, the owners, after notice, may undertake necessary work, including but not limited to cleaning, mowing, or removal of non permitted structures and fences and charge the cost to the tenant.
- G. At Landlord's discretion, the Landlord may schedule a home inspection on any park owned home to ensure compliance with all agreements pertaining to said lot/home and the Park Rules.
- H. Tenant's deposits will be kept in a savings account.

- I. Any contractor doing repairs or working in the Park will require a valid NYS Sales Tax permit and an insurance certificate of \$1,000,000 liability. No exceptions will be made.
 - a. Tenants must submit the contractor’s name and contact information for park approval prior to commencement of any work, including driveways.
- J. Tenants are required to report to the owners or managers all maintenance problems within the Park. Complaints will be addressed, but should be in writing to assure prompt attention.
 - a. All maintenance requests should be made through the “Maintenance Request Portal” on the Park’s website (www.slipperyrockmanor.com), or by email (slipperyrockmanor@gmail.com).
 - b. The Park is unable to process maintenance requests via text or call. Tenant understands that doing so may result in the delayed processing of their request, or their request may not be processed.
- K. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

It is hereby acknowledged that I, a tenant of Slippery Rock Manor Manufactured Housing Community, agree to abide by the Park Rules set forth above at all times and acknowledge that I received a copy of the Park Rules.

Tenant Signature: _____

Tenant Signature: _____

Slippery Rock Manor

MANUFACTURED HOUSING COMMUNITY PARK RULES FOR HOME REMOVAL

5772 Ellicott Rd, Brocton, NY 14716

Latest Revision Date: October 2023

Introduction

- These rules shall apply only to residents who own their own manufactured home, and wish to remove the home from the community.
- The Park Rules are not intended to restrict or burden the tenant. Their purpose is to provide for a clean and orderly community for the safety and enjoyment of all tenants.

22. Requirements Prior to Removal

- A. Any Tenant wishing to remove or demolish a manufactured home they own presently located within the community from the community must abide by the below rules for relocation; this includes:
 - a. A scenario in which the Tenant sells the home to a buyer who plans to remove the home from the community after purchase. The buyer shall be bound by the same rules and the Tenant shall be responsible to ensure the buyer abides by said rules. The Tenant shall be held responsible for any breach of rules caused by actions of the buyer.
 - b. A scenario in which the Tenant intends to retain ownership of the home after moving it to another location.
 - c. All other scenarios in which the home is intended to be removed from the community.
- B. A Tenant or a Tenant's buyer shall provide the Landlord with a written notification of intent to remove a manufactured home from the community.
 - a. The notification shall include the date the home will be removed from the community.
 - b. The notification shall include the name, address and telephone number of the person or company that will be removing the home from the community.
 - c. The notification shall include the name, address and telephone number of the person or company that will be the responsible party for restoring the lot space after removal.
 - d. The notification must occur no less than 30 days prior to the removal date.
- C. An additional security deposit of **One Thousand Dollars (\$1,000.00)** is due prior to removal of a home from the community. The security deposit shall secure the cost of restoration if the responsible party fails to completely restore the lot space.
 - a. The Landlord may pursue additional damages if the damages exceed the amount of the security deposit.
- D. A manufactured home shall not be removed from the community by any Tenant, any homeowner, or any other person or company unless a written clearance for removal has been received from the Landlord. The Landlord shall issue the written clearance once all park requirements are met.

23. Relocation of Manufactured Homes

- A. The Tenant must obtain a removal permit from the Town of Portland prior to moving the home.
- B. All costs associated with the removal of a manufactured home, including but not limited to the cost of transport, disconnection of utilities, labor costs, skirting removal, and tree removal must be paid by the manufactured homeowner.
- C. All trees and shrubs are property of the Landlord. The Tenant may not remove any trees or shrubs without prior written permission from the Landlord.
 - a. For the purposes of these rules, “removal” of trees as outlined above shall be defined as any tree or shrub which is either substantially or completely removed or otherwise damaged by the Tenant.
- D. The lot on which the home to be demolished sits must be returned to the Park timely and in a neat and orderly condition. The lot shall be clear of all debris and other items, and may not be used for storage after the demolition of the home. All accessory structures such as sheds must also be removed.

24. Demolition of Manufactured Homes

- A. Any Tenant wishing to demolish a manufactured home they own presently located within the community must do so in accordance with Town of Portland rules and ordinances.
- B. The Tenant must obtain a demolition permit from the Town of Portland.
- C. An asbestos test is required prior to the demolition of any home manufactured home.
 - a. The test must be completed by a licensed professional.
 - b. The results of the test in the form of a copy of the testing report must be shared with the park once received by the homeowner.
 - c. In the event that the home to be demolished is found to contain asbestos, the asbestos must be properly remediated by a licensed professional prior to the commencement of demolition.
- D. All costs associated with the demolition of a manufactured home, including but not limited to asbestos testing, disconnection of utilities, labor costs, and removal of debris must be paid by the manufactured homeowner.
- E. The lot on which the home to be demolished sits must be returned to the Park timely and in a neat and orderly condition. The lot shall be clear of all debris and other items, and may not be used for storage after the demolition of the home. All accessory structures such as sheds must also be removed.
- F. Prior to demolition, the manufactured homeowner must return all water submetering equipment to the Landlord including the water meter and transmitter unit.

25. Breach of Park Rules for Removal

- A. Tenant understands the rules set forth above are hereby recognized as legal requirements and said terms are non-negotiable.
- B. The Tenant acknowledges that failure to abide by the rules set forth above may result in legal action being taken by the Landlord in an attempt to recover all direct and indirect damages associated with the removal of the home. The Landlord reserves the right to seek additional damages, such as punitive and/or compensatory damages in relation to the breach of rules by the Tenant.
- C. The buyer of a home from a Tenant shall be bound by the same rules and the Tenant shall be responsible to ensure the buyer is informed of and abides by said rules. The Tenant may be held solely or jointly responsible for any breach of rules caused by actions of the buyer.