

**Penfield Trailer Court, Inc.**  
**514 Linden Avenue**  
**Penfield, NY 14625**  
**Phone (585) 586-5740**

### **Rules and Regulations**

*Our rules and regulations are written for your general welfare, safety, and enjoyment for a pleasant and comfortable living experience while residing in the Penfield Trailer Court Park. Park Managers have been instructed to enforce the rules and regulations as fairly and equally as possible. Management reserves the right to supplement or amend these rules and regulations at any time with proper notification to all residents in writing within 30 days prior to any change. These rules and regulations are part of the lease agreement and should be read carefully prior to entering into a lease agreement. The management will do everything it can to ensure your comfort and safety. To help us do this we request your compliance and cooperation with our rules and regulations. Thank you.*

**Penfield Trailer Court, Inc.**  
**514 Linden Avenue**  
**Rochester, NY 14625**  
**Phone (585) 586-5740**

June 13, 2019

Dear All Residents,

After numerous complaints, we find it necessary to amend our park rules and regulations  
***Section: D (1) Vehicles.***

***No resident on-street parking is allowed at any time. In consideration of Emergency vehicles and safety personnel the roadways must be clear at all times.***

Therefore, effective immediately, **there shall no on-street parking allowed at any time.** I kindly ask that no resident vehicles are parked in the road. If you have guests or visitors it may be necessary for them to park along the street, but please be courteous to your neighbors and do not block the roadway. Also, a reminder parking on the lawn is not permitted. If unloading or loading is necessary, flashers are required.

We value each and everyone of your tenancies and strive to make our park a fine community!

**ALSO AS A REMINDER THERE SHALL BE NO FEEDING THE WILDLIFE OR ANY FERAL CATS!**

Any questions please call the park office.

Thank you for your cooperation in these matters.



Kelly Jo Thomas  
Park Management Office

**Section A**  
**General Conditions of Tenancy**

- 1. Application for Tenancy: Applications, lot leases, and all preliminary documents must be completed and approved prior to occupancy of a mobile home. Applications for a new resident must be in the Park Management office 30 days prior to an anticipated move-in date. The application must be filled out completely and accurately and accompanied by a \$50.00 non-refundable application fee which will be applied to the first month's rent upon approval for tenancy. The fee will not be refundable in the event of a frivolous or denied application. Each application will be processed in a manner customarily used by local mobile home lenders, including credit, employment, reference, and back ground checks. The Management reserves the right to approve or disapprove all applicants based on character reference, credit references, or back ground checks. Applicants will be notified in writing of a Park decision within a reasonable length of time, not to exceed 30 days. Upon approval of the application the perspective buyer will be required to enter into a lease (either one year or month to month) with Penfield Trailer Court, Inc.**
- 2. As part of the application process there will be an exterior inspection of any mobile home to be purchased. If the mobile home does not meet Park standards, written notice will be given to the perspective buyer and seller listing any and all repairs that need to be completed prior to approval. Upon completion of the needed repairs the perspective buyer shall notify Penfield Trailer Court, Inc. that the repairs have been completed, and then submit a new application for lot rental. Approval of the application will not be granted until all repairs have been completed to the satisfaction of Penfield Trailer Court, Inc.**
- 3. Management reserves the right to refuse admittance to anyone whose mobile home is not considered acceptable in appearance, condition, or age.**

4. Upon approval of an application, and prior to installation of a Tenant's manufactured home, the Tenant must obtain a permit from the Town of Penfield at the Tenant's expense.
5. **Park Lease:** A lease of at least 1 year will be offered annually to every Tenant in good standing who owns his or her own home. Your lease options are either month-to-month or a one-year option. The written lease is provided by the Park. Should you choose a one-year lease, New York State Law presently provides that the Park, with certain exceptions, must offer you the opportunity to sign a renewal one-year lease 30 days before your existing 1-year lease expires. To be in "good standing", a manufactured home owner: (1) cannot be more than one month in arrears in rent; (2) must be in compliance with the terms of the lease, park rules, and any laws affecting the safety and welfare of other residents; (3) cannot use the home for any illegal activities.
6. **Rents:** All lot rents are considered month-to-month after the initial first year term, unless the tenant chooses a one-year lease when they first become a tenant and are eligible by law for, and choose, a renewal lease of one year. Rent is due and payable on the first day of each month or a day of the month or as described in your lease. Rent shall be paid in advance of the month in which it should be applied.

(a) **Payment Methods** are as follows: Checks (made payable to Penfield Trailer Court, Inc.) can be dropped off at the Park Management Office, *mailed directly to 514 Linden Avenue Penfield, NY 14625*, or by deposit at *M&T Bank, Penfield Branch (625 Panorama Trail Rochester, NY 14625)*. In order to use this method of payment, the Tenant is asked to use the deposit slips located within the rent books provided by the Park Management Office.

- (b) If rent is not paid by within ten days of the due date, a late fee of \$20.00 will be assessed and is limited to 5% of the delinquent rent payment.
  - (c) A \$35.00 charge will be applied for any check that is returned for insufficient funds. This charge is in addition to a late fee if applicable.
  - (d) A 30-day written notice will be given prior to increases of fees, charges or assessments.
  - (e) All rents received will be applied to any past due rent and no rents will be applied to a new month with an outstanding or past due balance.
  - (f) Should the Park serve 30-day notices on the tenant demanding rent, or terminating the tenant's lease, the tenant agrees to pay all expenses incurred by the Park for such services. Should legal eviction proceedings be necessary the tenant will be responsible for payment of all legal fees and costs incurred by the Park, including the monthly rent.
7. Each Tenant will be responsible to pay their own utilities. This includes electric, gas, and cable/internet service (if desired).
8. Management must be notified in writing 30 days in advance of a Tenant's intent to move out. The notification must include a forwarding address. All outstanding accounts must be paid at the time of such notification and also when the Tenant vacates. Tenants who have signed a lease must adhere to the terms of the lease, which may not permit moving before the expiration of the lease term. No adjustments or refunds will be made for a partial month.

9. **Abandonment:** Tenant shall not vacate or abandon the premises at any time during the term of the lease. If resident shall abandon, vacate, or surrender said premises or be disposed by Law, or otherwise, thereby leaving property Park premises, Penfield Trailer Court, Inc. shall have the right, at his option, either to deem the property abandoned and dispose of it accordingly, or to move and store the mobile home and all other property in a public warehouse or other place of his choosing at the Tenant's expense.
10. **Absence from Park, Vacation, etc.:** Tenants shall notify the Park management of their departure and returned dates for vacations or other extended absences from the park, in case of an emergency. However, the Park manager should not be liable for any vandalism or other damage to the mobile home or other property occurring at any time.
11. **Removal of home** must be done between the hours of 8AM and 5PM Monday through Friday, exclusive of Saturdays, Sundays, and legal holidays. The Town of Penfield requires a permit whenever a home is moved. The Tenant must pay this fee to the Town of Penfield prior to removal of the home. No hauler will be allowed to remove a mobile home until (s)he has checked with the Management office to see that all bills are satisfied, the proper permit is obtained (with a copy submitted to Park Management office), and the lot is clean and orderly. Tenants are responsible to leave the lot clean after home is removed.
12. Mobile homes may not be rented, loaned or used by anyone else for any purpose other than as granted in the lease. Assignment or subletting is not permitted, unless approved by the Park management office.
13. Management must be notified in writing 30 days in advance of a Tenants intent to sell his or her mobile home. Sale of a mobile home by a Tenant is subject to the prospective buyer

applying and being approved to become a Tenant if the mobile home is to remain in the Penfield Trailer Court Park. The selling Tenant shall be informed in writing by the Management of any reasons for rejection of a prospective buyer. Tenants are not permitted to sell their manufactured home with the promise of occupancy until the Buyer is approved by the Penfield Trailer Court Management and agrees to all Rules and Regulations.

14. Penfield Trailer Court, Inc. requires that all Home Owners and/or Tenants carry FIRE and LIABILITY INSURANCE and provide Management office with a copy of the insurance yearly.

15. No Soliciting will be allowed in the Park. Please notify the office of any solicitors immediately.

16. **Registration:** Tenant must be the registered owner of the home, which occupies the space in the park. All persons residing in any mobile home must be registered with Park Management. No persons, except registered residents, shall reside in any manufactured home. All additional occupancy must receive prior written approval from Park management. Management reserves the right to question any un-registered residents who appear to be residing in the Park without prior proper approval.

17. Tenants must inform Management within 30 days of arrival of any occupants or visitors staying more than two weeks.

18. **Use of premises:** The leased premises shall be used for mobile home residence purposes only and no other purpose. Mobile homes may not be rented, loaned, or used by

anyone for any purpose other than as granted in the lease.

- (a) **No commercial businesses:** No business of any type shall be permitted to be conducted within the Park.
- (b) **Park insurance rates:** Residents shall not use the premises in any manner that will or may increase the rate of insurance, or cause the cancellations of any insurance policy covering the premises.
- (c) **Unlawful:** Residents shall not use the premises or allow the premises to be used for any unlawful purpose. Park management will report any un-lawful or illegal use or activity.

## **Section B**

### **Mobile Home Sites & General Park Policies**

1. **Fences:** No fencing of any kind is permitted unless approved or erected by Park Management. Fences must be in good repair at all times. If a fence is approved and installed it may not be removed upon vacating property.
2. **No digging of any kind,** for any reason, is allowed without the permission of Park Management, this is in case there are underground utilities that may be jeopardized. Any damage caused by failure to due this will be charged to the Tenant.
3. **Trampolines:** No trampolines are allowed in the Park.
4. **Swimming pools:** No swimming pools are allowed in the Park.
5. **Landscaping/Plantings:** Any shrubs, trees, or flowers planted will become the property of the Penfield Trailer Court, Inc. and may not be removed, unless granted permission from Park Management. Any trees to be planted are to have prior written permission



due to underground utilities. Vegetable gardens are to be kept at the rear of the mobile home, and dimension are not to exceed 8 feet in length and 6 feet in width.

6. **Lot Maintenance: Each Tenant is responsible to maintain his or her leased premises and keep it in an orderly, clean, and attractive manner including but not limited to:**
  - (a) **Mowing, watering, and manicuring lawn regularly, protecting shrubbery and trees.**
  - (b) **Snow removal in the Park's streets is the responsibility of Park Management. Removal of snow from driveways, walkways and steps is Tenant's responsibility. Tenants are not to throw snow from their driveways into the roadways.**
  - (c) **Manufactured home lots must be clean and clear of toys, clutter, etc., and all items must be stored in approved sheds or inside the home. Appliances, or upholstered items cannot be kept outside the home, furniture normally designed for outside use only is permitted on approved decks or patios.**
  - (d) **In the event of carelessness or neglect, Management reserves the right, without prior notification to correct any unsightly condition and charge the Tenant accordingly. The Tenant shall be responsible to pay promptly for all damages to the manufactured home or other Park premises caused or contributed to by residents, or third guests, which are not attributable to normal wear and tear.**
7. **The manufactured home owner shall keep his or her home in good condition and repair, and shall use all reasonable precautions to prevent waste and prevent the premises from being damaged or destroyed by fire or otherwise. Penfield Trailer Court, Inc. Management strongly recommends Tenant have at least one fire extinguisher in his or her home.**

8. In the event of an emergency, only which may require immediate attention, Park Management reserves the right to enter the leased premises without notice.
9. **Garbage Collection/Trash:** Adequate trashcans must be used to hold all trash and garbage. The Park has an approved garbage collection day. All trash should be kept out of view. Trash of any kind should not be set out in front of your home until the night before pickup day. Garbage container(s) must be returned to its proper storage place on the same day of garbage pickup.
10. **Noise:** No unnecessary or intrusive noise will be tolerated at any time. No loud talking, radio, television, fireworks, or any other noise capable of disturbing other Park residents shall be allowed.
11. **Damages:** Tenants are responsible for keeping their sewer lines clear between their home and ground connections. Do NOT flush paper towels, grease, disposable diapers, sanitary napkins, contraceptives, etc. into the sewer system. Any repairs due to such articles will be charged to the Tenant.
12. **Firearms, Fireworks, Bow & Arrows:** Use or storage of fireworks, firearms, or bow and arrows of any kind in the Park is prohibited. The discharge of any firearm in the Park is also prohibited. Any such occurrence will be grounds for eviction.
13. **Open Fires/Fire Pits:** Firepits may be used in accordance with the rules and regulations of the Town of Penfield. Portable fire pits will be permitted as long as the following safety guidelines are followed:
  - (a) Fire Pit must be in compliance with the Town of Penfield Fire and Safety Code.  
Call the Town of Penfield Fire Marshall (585) 340-8643 for an inspection of the fire pit and required equipment.

- (b) The fire pit cannot be located within 30 feet of a structure, under any type of overhang or under trees when it is in use. The fire pit **MUST** have a screen, which is used to prevent sparks from escaping.
- (c) Fire & emergency services personnel may determine at any time that a fire needs to be extinguished.
- (d) During times of extreme fire hazard conditions, fire pits of any kind cannot be utilized. Tenant must have a fire extinguisher present at the fire pit. A garden hose must be fully operable and readily available to extinguish any spot fires.
- (e) No bonfires, open fires, or campfires will be allowed in the community with the exception of fires in outdoor grills and fireplaces for the purpose of preparing food.
- (f) All Fire wood should be stored out of site and a minimum of 22 feet from any buildings in order to protect homes from termite infestation.

**14. Parents and guardians are responsible to keep their children off the premises of other Tenants home sites. No ball playing, games, or running through other resident's yards for any reason shall be tolerated. Parents and Guardians will be held responsible for the conduct and actions of their children.**

**15. Conduct: Residents shall not engage in, or permit his guests to engage in any drunkenness, immoral conduct or unlawful conduct.**

**16. Laundry: Absolutely no clothes are to be hung out over the night. Only umbrella type clothes poles will be allowed. The clothes are to be taken down by dusk. The lines are to be located and kept to the rear of the home.**

17. Sheds: Only one shed per home is permitted per lot. A permit from the Town of Penfield must be obtained prior to the installation of any shed. Additionally, sheds must be level and in good condition, clean and free of rust with doors in good repair at all times.
18. Lot numbers must be affixed to the front of each mobile home and must be clearly visible from the street. *Your mailing address is (Lot #) Street Name/ Penfield, NY 14625.*
19. All Structures: Each manufactured home and shed must be kept clean and free of unsightly rust. They must be kept painted and in good condition.
20. Damage: Lessor shall not be liable for any damage occasioned by failure of any water, gas, steam, sewage or other pipes, tanks, washstands, water closets, or waste pipes. Lessor shall not be liable for any damage due to or created by water, snow, ice coming through or being upon any mobile home space or any other part of the Park premises.
21. Windows: Unsightly window coverings will not be allowed for any reason. All windows, window caulk, and screens must be in good repair at all times, any broken or cracked window glass must be replaced and windows should close properly.
22. Skirting: Approved manufactured aluminum or vinyl skirting must be installed within 30 days of moving in, with the exception that move-ins that occur in the months of December through March, or weather permitting. All skirting on the home must be kept in good repair at all times. It is the homeowners/Tenant's responsibility to maintain and repair if the skirting is to become dislodged through upheaval of the ground or by weather conditions.
23. Siding: All mobile home siding must be clean, free of rust. Dented or broken siding must be repaired. All manufactured homes and buildings must be kept painted and in good condition.

- 24. Management reserves the right to require the resident to paint his or her home.**
- 25. Roof: All roofing must be of a non-reflective material, preferably composition, shingle, or approved equal. All roofs, overhangs, and gutters, must be in good repair free of rust. If a roof is not in good condition it must be repaired or replaced. A written letter of permission must be obtained from Park management as the town requires a building permit to replace a roof which must meet current building codes.**
- 26. Decks, Additions, Porches, Awnings: No homemade additions, steps, porches, or any other construction will be allowed without prior written permission from Management.**
- 27. Stairs: All stairs front and rear entrances must be safe and in good repair and with hand-rails**
- 28. Wood Piles: All wood piles are to be located behind the mobile home/shed areas at all times. The woodpile dimensions are not to exceed 8 feet wide, 4 feet deep. All wood must be stacked neatly.**
- 29. Shut of Valves: It is the responsibility of each Tenant to have a main shut off valve (water) outside the manufactured home. Park Management reserves the right to shut off water to a site if the resident allows it to drip or run unnecessarily. Service will be restored when Management is satisfied that proper repairs have been made. Dripping faucets and leaking toilets can cause freezing in your sewer and drain lines. Please use water responsibly and wisely.**
- 30. No Tenant shall tamper with meter boxes or other electrical equipment. All sewer, water, electrical, and television connections must meet state and local standards and be performed by qualified, authorized personnel.**

31. All utility connections and disconnections are to be arranged by the Tenant with the appropriate utility company.

32. Any construction work on lots or manufactured homes will require a building permit from the Town of Penfield and prior approval from the Management. This includes, but is not limited to installation of patio rooms, carports, awnings, and storage sheds.

### Section C Pets

1. **Pets:** No animals are allowed except house pets, such as dogs, cats, tropical fish, and birds and all pets must be approved and registered at the Park Office. The following rule and regulations pertain to pets residing in the Park:

(a) The pet must live in the manufactured home and will only be allowed out on a hand-held leash. NO pet houses, pets chained or tied up outside are allowed. No person shall permit his or her pet to run at large or create any health hazard within the park.

(b) Un-leased, loose, or stray pet(s)/animals will be reported and turned over to the local animal control department. The cost to redeem the pet(s) will be the sole responsibility of the Tenant. The Tenant will be asked to remove his or her pet if complaints are received.

(c) Dogs must not be over 35 pounds in weight. For the health, safety, and welfare of our residents, no applications will be considered, or accepted, nor are permitted within the Park, for the following dogs: *Pitbull's, Rottweilers, German Shepard's,*

*Huskies, Alaskan Malamutes, Doberman Pinches, Chows, Great Danes, St. Bernard's, and Akita's.* Noisy, barking, unleashed and unruly animals will not be allowed to remain.

- (d) All dogs are to be licensed! A copy must be provided to the park manager along with a copy of up to date shot records.
- (e) All cats must be spayed or neutered and a copy of the certificate is to be kept on file in the Park Management office with a picture.
- (f) Tenant/Pet owner is responsible for the immediate cleanup of any waste disposed by pet in Tenant's yard or anywhere else in the Park. "Immediate" means cleaned up the instant the mess is made.

#### **Section D** **Vehicles & Motor Vehicle Laws**

1. All motor vehicles are to be registered with the Department of Motor Vehicles. Vehicles lacking current licenses and registrations will be towed away without notification. Boats, RV's, and recreational vehicles fewer than 14 feet in length are permitted providing they parked in a parking space. No on street parking is permitted between the hours of 11:00 PM to 7:00 AM and at no time during the months of November 1 thru April 15. Only two motor vehicles are permitted per lot.
2. No major mechanical work is to be performed on park property at any time.
3. No unlicensed person may drive in the Park.
4. The speed limit in the park is 10 M.P.H. and all motor vehicles laws apply and are expected to be followed and apply within the park.

5. No unsightly vehicles are to be parked with in the Park. Vehicles, which are badly rusted or damaged, and remain so for thirty days after written notice of such condition shall be considered “unsightly” and may be removed by Park Management at Tenant’s expense.
6. Snowmobiles, ATVS, motor bikes, and all other recreational vehicles are not to be driven or operated within Park limits.
7. Except for delivery or emergency vehicles, no commercial vehicles are to be parked in the Park unless making a service call, or by special permission and arrangement by Management.

## **Section E**

### **Legal**

1. **Legal:** If lessor needs to retain an attorney to enforce any of the terms this lease, or to regain possession of said mobile home space, Tenant agrees to pay all of lessor’s actual attorney fees and expenses, regardless of whether legal action is required. Lessors actual attorney fees and expenses incurred in attempting to enforce or collect any judgment rendered in Lessors favor which has not been satisfied must be reimbursed by Tenant.
2. **Enforceability:** Should any paragraph of these rules and regulations or of the rental agreement or any portion of any paragraph of either document be declared void or unenforceable for any reason, the remaining paragraphs or portions thereof, shall remain in force and be unaffected by such declaration.
3. **Breach:** Tenant’s understand and agree that use and occupancy of the manufactured home site leased pursuant to this agreement, and their use of all common areas, shall be subject to all the terms and conditions, rules and regulations, covenants and agreements contained herein and in the rental agreement and acknowledge that they have read and



agree to the same. Residents further understand that any breach of the aforesaid terms and conditions, rules and regulations, shall constitute a breach of the lease, and shall subject residents to dispossession and liability for lessor's damage occasioned by such breach, including reasonable attorney's fees.

4. Eviction proceedings will be commenced against the Tenant for non-payment of rent provided the Tenant has received a written demand for the rent at least 30 days prior to commencement of such proceeding. The Tenant agrees to pay any and all legal expenses, if legal proceeding are undertaken due to Tenant's default or violation of park rules.
5. A Tenant will be given 10 days to correct violation of Park Rules and Regulations after receiving written notice from Park Management. If he or she fails to correct the violation, he or she will be asked to vacate within 30 days following written notice. Accumulation of three notices or violations within any 12-month period shall be sufficient grounds for eviction.
6. Any and all complaints must be submitted to Management in writing and signed by the complainant.
7. All Tenants are required to sign an acknowledgement that they have received the Rules and Regulations.
8. The Management reserves the right to evict Tenant's or visitors for violating any of these Rules and Regulations in accordance with the New York State Real Property Law. Complaints from neighbors about persistent, boisterous, or offending conduct, excessive noise, or disturbing the peace is immediate grounds for eviction. You are responsible for your guests while they are visiting in the Park.

9. Penfield Trailer Court, Inc. is not responsible for damage, injury, or loss by accident, fire, or theft to a resident's property, or property of a resident's guest. This will be considered full notification that you are using property of and/or equipment at your own risk. Tenant's will be held liable for any and all damages caused by them and their guests, and Tenant's assume all responsibility. Tenant's homes and vehicles are NOT covered by the Park's insurance.
10. DRUG FREE POLICY: Tenants, Residents, Occupants and Guests will not commit any acts or use their manufactured home or common areas in such a way as to violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs. Violation of this drug policy shall result in immediate eviction.
11. Penfield Trailer Court, Inc. reserves the right to supplement, void, or amend these rules at any time with proper notification provided to the Tenant.

Abiding to these rules and regulations ensures our goal to provide a healthy, and safe community for you and your family to reside.

*If you have any questions or concerns regarding these policies please contact The Park Management Office.*

*Thank you!*

*Your signature below indicates that you have read and accept the foregoing Rules and Regulations for The Penfield Trailer Court, Inc. Your signature acknowledges your approval thereof and agreement thereto.*

\_\_\_\_\_  
*Tenant #1 Signature*

\_\_\_\_\_  
*Tenant #2 Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Date*

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*Date*