



Penfield Trailer Court Park Rules and Regulations

514 Linden Avenue Rochester, NY 14625 (585) 820-1515

In order to ensure the safe and enjoyable residency of our tenants, the following Rules and Regulations have been established. The owners of (the 'Park'), Penfield Trailer Court Inc. reserve the right to modify and amend the following Rules and Regulations as they deem fit.

DEFINITIONS

Park Owner – means Penfield Trailer Court Inc.

Tenant – means an occupant of the Park and owner of the mobile.

TENANT INFORMATION

MHP: Penfield Trailer Court Inc.

Lot #: _____

Tenant(s): _____

Possession Date: _____

Monthly Pad Fee: _____

Phone Number: _____

Cell: _____

Renter (if applicable): _____

NOTE: All Rules and Regulations are equally applicable to renters when the owner of the mobile does not live in the mobile.

RULES & REGULATIONS

1. All tenants shall be offered this form prior to occupancy.

Residents

2. Any manufactured home in the Park shall not be sublet without the written approval of the Park Owner. In the event that a sublease is permitted, the manufactured home may only be rented to one family and/or individual. Before they can take possession of the manufactured home, the prospective renters must be approved by the Park Owner in writing. If a manufactured home is approved to be sublet, the owner of the manufactured home is still responsible to pay the monthly pad rental along with any other fees.

3. All renters in the Park must be given a Residential Tenancy Agreement prior to sub-leasing the home. This agreement MUST be completed and given back to Park Owner prior to the Tenant moving in. It is the responsibility of the owner to inform the prospective Tenant to contact Penfield Trailer Court Inc. to set up an appointment accordingly.

Sale of Manufactured home

4. Any manufactured homeowner who decides to sell their home must first provide the Park Owner with written notification of their intention to sell. Park residents are permitted to sell their home or transfer title thereto, and are permitted to display a 'For Sale' sign that is no larger than 2 feet x 2 feet. No other sign may be displayed on the property. The message on the sign shall be limited to 'For Sale' 'By Owner' or contain the name and telephone number of the Real Estate Broker. No other messages shall be permitted. The sign may not contain wording relating to the purchase price and it must adhere to the rules of the Real Estate Commission.

Any person making a purchase offer must complete an Application for Tenancy and be approved by Park Owner prior to the sale of the manufactured home. The purchaser or new owner of the manufactured home must qualify as a Tenant under Park Rules and Regulations.

If the manufactured home is to remain on the pad, the Park owner must first approve the prospective buyer and go over the Rules and Regulations with the new Tenant. If this procedure is not followed, the manufactured home must be removed from the Park when sold and the mobile owner must clear the lot of all debris at their expense. No person shall have an ownership interest in more than two (2) units in the Park. For the purpose of this rule, the spouse of a homeowner shall also be considered the homeowner.

5. Prior to the closing sale of your home, the Park Owner must be contacted in order to conduct an inspection of your lot and home to ensure it meets the standards of the park. The sale of the home is dependent upon approval of the new tenant and the condition of the lot. It is the sole responsibility of the manufactured homeowner(s) to abide by the rules and regulations and maintain the property. In order to pass inspection, the following must occur:

- i) Skirting has been upgraded to vinyl, or it will be required within three (3) months of a sale.
- ii) Lot is free and clear of unnecessary debris, garbage, pine needles, and yard clippings.
- iii) Pine needles are cleaned off of the roof (fire hazard).
- iv) Fence is within property restrictions and is not encroaching on neighboring lots.
- v) All stairs leading to your home must have proper handrails installed.

6. Property lines vary from lot to lot. Please contact the Park Owner to discuss prior to the purchase or sale of the manufactured home if it is unclear. Each lot is rented as is where is, and any changes are to be approved by the Park Owner.

Landscaping, Fencing & Retaining Walls

7. Each Tenant is responsible for supplying all labor and materials for work done on their lots. All major landscaping projects are to be approved by the Park Owner before commencing and must be completed in a specified amount of time agreed upon, and is at the discretion of

Park Owner.

8. Fencing your lot is permitted only with Park approval. All fencing must be no higher than five (5) feet and must not exceed the front of the manufactured home. Tenants shall obtain the approval of Park Owner prior to erecting or replacing any fence. Property Management and the maintenance crew will plot out where the fence is to be built if there is not already one in place. Repairs and proper upkeep of the condition of your fence is also expected.

9. Installation of a retaining wall is permitted. All maintenance and installation of the retaining walls and embankments must be approved by the Property Owner.

10. Maintenance and improvements may not exceed the allotted time decided upon by property management, which is solely at the Park Owner's discretion. All projects, renovations, and improvements will be completed in a timely manner.

Notice of Eviction

11. Park Owner may evict a Tenant for any of the following:

- a) Non-payment of rent.
- b) Conviction of a federal or state law or local ordinance, which violation may be deemed by the Park Owner to be detrimental to the health, safety or welfare of other residents of the Park.
- c) Violation of any Park Rule or Regulation, or the Rental Agreement.
- d) A change in the zoning or use of land comprising the Park, or any portion thereof.
Manufactured home Park Rules and Regulations
- e) Failure of the purchaser of a manufactured home situated in the Park to be qualified and obtain the approval to become a Tenant of the Park, such approval being required by the Rules and Regulations herein.
- f) Any act which endangers the life, health, safety, property or quiet enjoyment of the Park by its residents.
- g) Failure to comply with the provisions of the Manufactured home Rules and Regulations shall be grounds for eviction.
- h) Exceeding the number of occupants listed on the original rental application without consent of Management. Any new occupant must be approved by Management in order to reside in the park for longer than three (3) weeks.
- i) That the violation of any of the covenants of this agreement or the nonpayment of any rent due and unpaid shall be sufficient cause for eviction from the lot space upon three (3) days written notice. If suit be brought to collect rents or damages, to cause eviction from the lot space, or to collect costs of repairs to or cleaning of the lot space, the Lessee agrees to pay all costs of such action including reasonable attorney fees as may be fixed by the Court. No waiver by the Park Owner at any time of any of the terms of this agreement shall be deemed as a subsequent waiver of the same, nor of the strict and prompt performance thereof by the

Lessee.

j). The Penfield Trailer Court, Inc. Rules and Regulations are incorporated in and made part of the rental agreement entered into between the above-named Tenant.

Landlord Access

14. The Park Owner shall have the right but not obligation to access any Tenant's manufactured home in the event of an emergency or to prevent imminent danger to the occupant or the manufactured home. The Park Owner shall have the right but not obligation of entry onto the lot at any and all reasonable times for the purposes of repair and replacement of utilities, the removal of trees, as necessary and any other maintenance or management tasks.

15. The rights of the Park Owner and failure of the Park Owner to exercise any such right shall not operate to forfeit any other rights of the Park Owner. No waiver by the Park Owner of any Rule or Regulation shall be deemed to constitute or imply a further waiver of that or any other Rule or Regulation.

Pets

16. Small dogs – 20 pounds or less - are allowed at Penfield Trailer Court with the knowledge and written consent from the Park Owner. Dogs larger than twenty pounds that have already received consent by the Park Owner prior to November 1, 2022, may continue to reside on the lot space. Any consent so given may be withdrawn if in the opinion of the Park Owner such pet constitutes a nuisance, causes complaints from the neighbors, bites a person or another pet, or adversely affects the normal maintenance of the property. The following rules apply to all dog owners who reside in the Park:

a) All dogs four (4) months or older must have a dog license issued from the Penfield Town Clerk's Office. In New York State, dogs are required by law to be licensed annually. The Penfield Town Clerk's Office issues dog licenses and identification tags for dogs owned by Penfield residents. There is no license application form, but copies of documents proving rabies vaccination and spay/neuter status are required to receive a license. Once a dog is licensed, the license and tag will be mailed to the owner. Upon receipt of the license the owner must submit the new dog license to the Park Owner. If the dog is NOT licensed, the owner will be fined \$100 and reported to the Penfield Town Clerk's Office. If a dog owner in the Town of Penfield does not renew a license in a timely manner or ignores renewal notifications, an appearance ticket from the Office of Animal Control will ultimately be issued, with the possibility of a fine. Residents must also notify the Town Clerk's Office if they no longer own the dog.

b) Dogs must be kept under control at all times and barking must be kept to a minimum. The

pet shall only be allowed on the Tenant's property. The Tenant shall accept full responsibility for any and all damages to the Lot and the Park which are caused by the pet or by keeping the pet on the premises. The Tenant shall keep their Lot and any and all of the Park Owner's property free of pet droppings and shall remove and adequately dispose of all pet droppings in such a manner as to keep the premises in a clean and healthy state.

c) No dogs shall be left unattended for more than twelve hours. We have zero tolerance for animal negligence and cruelty.

d) The Tenant understands that the Landlord, at its sole discretion, reserves the right to prosecute any Tenant whose animal may have caused injury or death to any other Tenant, visitor or Park Owner employee within the Park.

***Vicious and dangerous dogs are considered to be dogs that tend to attack without being provoked, or otherwise endanger, people or other domestic animals. The Park Owner has the right to deem any dog in the park as unsafe.**

Pad Rental & Fees

17. All rent and maintenance fees are due and payable monthly. Please make sure all cheques are clearly marked with your name and lot number to ensure credit of your payment. All cheques are to be made payable to Penfield Trailer Court Inc. All such payments shall be made in advance on or before the 10th day of each month. In the event that any rental amount is unpaid within the first 10 days of the month, the Tenant shall pay the additional amount of 3% of their monthly lot rent. A thirty-five dollar fee (\$35) will be charged to the Tenant if a cheque is returned. Rental fees and maintenance fees are subject to change following the residential tenancy guidelines.

18. Payment of fees, charges and other assessments shall be made at the Park office or otherwise set out by the Owner. Our office is located at 840 Linden Avenue Rochester, NY 14625. Our phone number is (585) 385-1052. All charges and financial obligations must be paid at the Park office before a manufactured home can be sold or removed from the Park.

19. All utility services furnished to the manufactured home lot space are to be paid by the Tenant.

Speed Limit

20. The speed limit in the Park is 10 mph for all vehicles. Pedestrians have the right of way. All vehicles and bicycles in the Park must follow the Department of Motor Vehicle's rules.

Decorations

21. Any external decorations placed on the manufactured home must not be too large and must not interfere with other Tenants' right to peaceful enjoyment of the Park. Seasonal decorations must be taken down within 4 weeks of the celebration.

Care and Use of Premises

22. All lawns must be seeded or sodded. Tenants are responsible for ensuring that their lot is free of weeds, insects and other pests. Weeds must be kept under control and can be bagged in clear plastic bags at the end of the driveway for a weekly pick-up by Park Owner. All trees must be trimmed to prevent branches from infringing on other lots or causing any obstructions in the Park. Tenants must receive park approval prior to planting or removing any trees or shrubs on the property. Tenants are solely responsible for the upkeep of the lot including any and all trees, pruning of shrubs etc. on that lot.

23. Tenants are responsible for the overall appearance of the manufactured home site. All unit numbers must be visible from the road. The premises shall also be kept in an orderly, neat and clean condition and shall be free of debris, litter and clutter. The manufactured home should be washed and painted as necessary. All paint colors must be approved by the Park Owner.

24. Tenants are required to keep their lot and driveway free of debris. Boxes and equipment are not to be stored on the outside of the manufactured home or the utility room. Garbage cans can be put out no earlier than the night before and removed on or before the evening of the collection day.

25. Satellite dishes shall be permitted under the following conditions: prior to installation, the dish size and installation location must be approved by the Park Owner.

26. Any outside additions or renovations must be approved by the Park Owner. This includes but is not limited to room additions, utility rooms or extensions, cement work, or any other major electrical or plumbing work. A sketch of the proposed improvements must be filed and approved by the Park Owner prior to the commencement of any work.

27. Tenants are not permitted to perform mechanical maintenance to vehicles or recreational vehicles or boats within the Park.

28. Tenants who will be away from their manufactured home for more than three (3) weeks shall make arrangements for another person or company to perform any of the necessary maintenance (e.g., Lawn mowing and weeding) while the Tenant is away. If such maintenance is not performed while the Tenant

is away, the Park Owner reserves the right to have such maintenance done and to bill the tenant for such work.

29. Any and all peddling and soliciting, commercial or otherwise is prohibited.

30. Illegal Drug use and activity is prohibited within the Parks.

31. The Park owner shall not be held liable for any accident or injury to any person or property through the use of the Park by residents or their guests.

32. Tenants must conduct themselves in a manner that does not reasonably disturb neighbors or constitute a breach of peace. Tenants shall be responsible for any actions of any person on the premises with their consent.

Back Yard Inspections

33. These inspections will be conducted on an annual basis in order to ensure proper care and upkeep of each property. Expectations of the maintenance of the backyard areas are parallel to that of the front yard and driveway, which include but are not limited to:

- i) Lawn and garden areas are well maintained, free of weeds, pine needles and clutter.
- ii) No gazebos or other free standing structures are permitted without prior consent by authorized Park Owner personnel.
- iii) No storage of recreational vehicles, trailers, boats, PWCs, or unlicensed vehicles.
- iv) Fence line is within property boundaries and is in good condition.
- v) No pools.

Quiet Enjoyment of the Park

34. Tenants and their guests shall refrain from creating excess noise which would interfere with other Tenants' right to quiet enjoyment of the Park. No loud noise shall be permitted between the hours of 10:00 pm and 8:00 am.

Parking

35. No vehicles shall be parked on the streets at night in the Park. Parking is NOT allowed on the grassy areas of the lot. Only two (2) cars may park on any driveway. Temporary guests may park in front of the Tenant's property for no more than four (4) hours if there is no more space in the Tenant's driveway. Any guests requiring overnight or extended parking must park in the parking lot at the front of the Park. No large or oversized trucks and/or vans are allowed in the Park at any time.

36. No unlicensed vehicles are permitted in the park. All vehicles MUST be insured to drive on the



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roads. Only two (2) vehicles are permitted per lot. Storage of recreational vehicles including, but are not limited to the following are not permitted to be stored in the Park: trailers, campers, tent trailers, utility trailers, motor homes, boats, and golf carts. We allow a two night maximum for loading and unloading in preparation for camping, boating etc.

Loss and Damage

37. All tenants are required to carry property and liability insurance on their units. The Park Owner shall not be responsible for any loss or damage caused by accident, fire, theft or any other cause. The Park Owner shall not be liable for any accident or injury to any person or property through such person’s use of the Park. In the event of fire or other damage or destruction of the property, the Tenant shall be responsible for removing all debris from his property and or replacing the damaged property within thirty (30) days. During such time, the Tenant shall still be responsible for paying and all rent and other charges.

These Rules and Regulations may be amended at any given time. Tenants are responsible to check in with Management on a bi-annual basis to see if any amendments have been made to the Park Rules and Regulations. The Park Owner reserves the right to set policy for any situations not covered by these Rules and Regulations.

I/We hereby acknowledge that I/We have read the Rules and Regulations of the Park and agree to abide by them. I hereby acknowledge that it is my/our responsibility as a Tenant residing in the Park to inquire about any changes to the Rules and Regulations.

Tenant (print name) Date

Tenant (signature) Date

Tenant (print name) Date

Tenant (signature) Date

Property Manager Date



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Names of all authorized occupants residing at the lot space:

(Occupant)	(Date of Consent)
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(Occupant)	(Date of Consent)
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