



3161 Union Street

Suite 105

North Chili, NY 14514

RULES AND REGULATIONS

Conduct of Tenants/Occupants

1. No person shall disturb the quiet and peaceful enjoyment of any neighbor, tenant or occupant.
2. All federal, state and local laws, regulations and ordinances shall be obeyed.
3. No person shall use, keep or sell any illegal substances, drugs, firearms or weapons in the Community.
4. No person shall reside anywhere other than in his/her home. No person shall reside in any out-building, shed, storage building or vehicle at any time.
5. No noise, music, sounds or annoying smells or conduct shall be permitted at any such time in any manner as to disturb and/or annoy any residents of the Community. "Quiet Hours" are from the hours of 10:00 p.m. to 8:00 a.m. All persons are absolutely prohibited from creating or permitting noises that can be heard by neighbors during Quiet Hours.
6. Tenant shall be responsible for all damage, disturbance or other improper activity or conduct by their children, pets, guests and/or invitees regardless of age.
7. Public drunkenness, use of drugs and boisterous or immoral conduct are strictly prohibited in the Community.
8. No person shall curse at, verbally berate, threaten or harm L a n d l o r d or Community Manager.
9. No person shall trespass, loiter or enter the yards of other tenants.
10. The streets in the Community shall not be used as an area of play and shall be kept clear for the passage of vehicles at all times. This rule does not prohibit the use of the streets for bicycles, scooters, walking and jogging.
11. Prior criminal convictions not set forth in Tenant's rental application or not disclosed during the tenant-screening process shall be grounds for immediate eviction and removal from the Community.
12. Landlord must be notified within 24 hours of any arrest and/or conviction of a crime that: (a) involves and/or occurred at the Community, (b) involves the use, possession, sale or manufacturing of illegal substances, (c) involves the use, sale, possession or manufacturing of illegal firearms and/or weapons, and/or (d) involves sexual abuse or the conviction of which would otherwise require registration on the sex offender registry.

Maintenance of Home and Lot

13. Every home, storage building, and lot shall be kept clean, neat and free from refuse and deterioration. No storage of bottles, cans, boxes, refrigerators, washers, dryers or other equipment is allowed outside any home or storage building.

14. Every home must be skirted. Exterior skirting panels must be made of weather-resistant and fire-resistant material. Additionally, skirting panels must be neatly fitted and vented at the front and rear of the home. One access door in the skirting is required in front of the wheels and one behind the wheels. Skirting must be a matching color or a contrasting color that enhances the appearance of the home and lot.
15. The tongues of all homes must be removed, skirted or covered in some manner that enhances the appearance of the home.
16. No sign, signal, illumination, advertisement, notice, lettering or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window, door or other part of the outside of any home.
17. Window coverings shall be only those items that are specifically manufactured for the sole purpose of being window coverings. No sheets, tape, newspapers, magazines, blankets, aluminum foil, paint, tint and/or towels shall be used as window coverings.
18. No sweepings, rubbish, rags, sanitary napkins, condoms, tampons or any other improper articles shall be flushed down the toilet or discarded in any drain. Any damage resulting from misuse shall be paid for by Tenant. Tenant is responsible for any partial or complete stoppage from his/her home to the main sewer. It shall be Tenant's responsibility to maintain tight drains to the sewage outlet.
19. Garbage shall be discarded directly into a garbage tote and shall not be left outside of any home EXCEPT for in garbage totes. In the event Tenant violates this rule, Landlord shall have the absolute right to incur expenses in removing and discarding Tenant's garbage and thereafter charging Tenant for the same.
20. Trampolines and pools are prohibited in the Community.
21. Tenant shall use his/her home solely as his/her primary residence and for no other purpose. Tenant shall not use his/her home for any illegal purpose and Tenant shall not operate a business at his/her home.
22. All homes must be connected to existing utilities in the Community. Each Tenant is responsible for the utilities from his/her home to the respective meter. No home may be occupied unless it has active utility services connected.
23. Tenant must register the make, size and serial number of his/her home with Landlord. All homes must be inspected and approved by Landlord before being placed in the Community. Landlord has the absolute right to approve or decline a home because of the home's size and/or appearance.
24. Campfires shall be confined to an area no bigger than 2' x 2' and shall be maintained in a safe and controlled manner within a confined area (e.g. fire ring or pit) entirely on Tenant's lot and shall be located a safe distance from all flammable items. No garbage, waste, toxic materials and/or debris shall be burned.
25. All digging must have prior written approval of Landlord. Tenant is obligated and required to call Dig Safe and make all appropriate inquiries regarding the location of underground utilities.
26. Lawns must be kept neat and litter free and be mowed and trimmed regularly. All toys must be picked up and kept neatly. Landlord reserves the right to mow and/or trim any lawn that is neglected.
27. Additions, metal awnings, porches, decks, carports, structures, sheds, fences and the like ("Improvement") may only be built if approved by Landlord in writing, in advance, which approval shall be in the sole and absolute discretion of Landlord. If an Improvement is approved by Landlord and thereafter completed, the Improvement may not be removed from the Community without prior written permission from Landlord. Any Improvement must be properly constructed in accordance with local construction industry standards and shall be well maintained. A permit must be obtained for any Improvement (if applicable) and the Improvement shall meet all

local and state building codes.

28. Hanging clothes on patios or carports is not permitted. Only umbrella type clotheslines may be installed in the Community. If installed, it must be behind a shed or home so that they are screened from the street.

Rent and Charges

29. All rent and payments to Landlord shall be paid by Tenant to Landlord by: (i) personal, bank or cashier's checks made payable to DUKE PROPERTIES LLC, (ii) money order made payable to DUKE PROPERTIES LLC, (iii) debit/credit card, or (iv) any other payment method approved in writing by Landlord. Tenant shall not make any payment in cash, and Landlord shall not be obligated to accept any payment made in cash.
30. All payments made to Landlord shall be applied in the following order of priority at the time of payment:
 - a. First, towards any outstanding charges or fees owed by Tenant to Landlord at the time of payment;
 - b. Second, towards any outstanding amounts owed by Tenant to Landlord for repairs and service calls at the time of payment; and
 - c. Third, towards rent (being applied towards the longest outstanding month(s) first) owed by Tenant to Landlord at the time of payment.
31. Rent is considered late if received by Landlord after the 10th day of the month when it is due. A late rent charge equal to three percent (3%) of the rent shall be charged to Tenant for the late payment of rent. The late charge shall be due and payable on the 11th day of the month that Rent is due. If rent is mailed, sent by electronic transfer or through any other means that is not physical delivery of the rent to Landlord, it must actually be delivered to Landlord's office or account by the 10th of the month to avoid the late charge.
32. Tenant shall be charged \$75.00 by Landlord each and every time that a payment is returned because of insufficient funds. Additionally, any applicable late charge shall also be owed if rent is late as a result of payment being returned. If two (2) or more payments are returned to Landlord because of insufficient funds, Tenant shall thereafter make payment by certified check, money order or debit/credit card.
33. In the event rent has not been paid on/or before the 10th day of the month that it is due, Landlord may send Tenant a written notice of failure to pay rent ("Notice of Failure"). An administrative charge of \$50.00 shall be charged to Tenant for each and every Notice of Failure that is sent to Tenant.
34. In the event rent has not been paid on/or before the 10th day of the month that it is due, Landlord may serve Tenant with a written notice to pay rent or vacate within 30 days ("30 Day Notice"). An administrative charge of \$150.00 shall be charged to Tenant for each and every 30 Day Notice that is served upon Tenant.
35. Tenant shall pay all fines and/or charges if fines and/or charges are imposed by the Town, local municipality and/or other governmental agency as result of actions taken, or actions failed to be taken, by Tenant.
36. Tenant shall be liable to Landlord for all disbursements, court costs and reasonable attorneys' fees incurred by Landlord in enforcing these Rules and Regulations and/or commencing an eviction proceeding.
37. All repairs, clean-up, mowing, trimming and other work resulting from Tenant's failure to comply with these Rules and Regulations shall be billed at the rate of \$75.00/hour and shall be paid by Tenant.
38. Any Tenant wishing to sell his/her home must have the prospective buyer approved by Landlord prior to finalization of the sale. Landlord reserves the right to accept or decline any potential tenant based on leasing criteria.

39. In the event Tenant violates any term of these Rules and Regulations, Landlord may issue Tenant a written notice to remedy the violation within 10 days (“10 Day Notice”). An administrative charge of \$50.00 shall be charged to Tenant for each and every 10 Day Notice that is sent to Tenant.

Vehicles

40. No more than three (3) vehicles shall be consistently and regularly kept on a lot. Unused, unregistered and/or uninsured vehicles shall not be kept in the Community and will be towed at the owner's expense.
41. Tenants shall park in their driveways, shall not park on lawns and shall not restrict the driveways of other lots. The towing cost will be the responsibility of the vehicle owner if it is necessary for Landlord to have a vehicle towed.
42. The speed limit posted in the Community shall be adhered to at all times.
43. Vehicles that have fluid leaks, gas, oil, etc., must be repaired to prevent damage to road and ground surfaces. No oil changes, radiator flushes, overhauling or placing of vehicles on blocks or jacks will be permitted.
44. No boats, boat trailers, travel trailers, tent trailers, utility trailers, motor homes, one-ton and larger chassis mounted campers and detached pick-up campers are permitted to be kept at the Community.

Pets and Animals

45. Tenant shall not harbor any pet unless a completed Pet Rider has been provided to Landlord and the pet has been approved by Landlord.
46. All pets must be leashed and/or constrained to the lot in which the pet resides. Any pet that is not constrained to Tenant’s property and/or not on a leash shall be subject to removal from the Community.
47. Noisy, unruly and/or pets with vicious propensities, or those pets which justifiable complaints are received, will not be permitted to remain in the Community.
48. There is a limit of two (2) pets per home. Every pet must be an inside pet and cannot be harbored or reside outside.
49. No dog weighing over 40 pounds is permitted at the Community. The following breeds are not permitted at the Community: Pitbull Terriers, Staffordshire Terriers, German Shepherds, Rottweilers, Doberman Pinschers, Cane Corsos, Presa Canarios, Chows, Akitas, Mastiffs, American Bulldogs, Alaskan Malamutes and Huskie.
50. No Tenant shall keep or feed any outdoor animal, including, but not limited to, cats, dogs and rabbits.

Insurance

51. Tenant is required to protect his/her personal property and home with his/her own insurance. Landlord assumes no responsibility for Tenant's personal property and home and will be liable for damages to Tenant's personal property and home only if it was Landlord's gross negligence that was the sole cause of the damages to Tenant's personal property and home.

Abandonment

52. In the event Tenant vacates his/her home, it shall be deemed that Tenant abandoned his/her home and thereby transferred all ownership rights in and to his/her home to Landlord. Landlord shall have the right to immediately enter the home and take possession and control of the same, without Tenant's permission or consent and without recourse by Tenant. Tenant hereby appoints Landlord his/her limited attorney-in-fact to execute any and all necessary documentation to effectuate the transfer of said home, including, but not limited to, any Bill of Sale and/or transfer of Title. Tenant's removal of his/her furnishings and belongings from his/her home and/or Tenant causing the heat and/or electricity to be turned off or shut off at his/her home and the same remaining shut off for a period of more than 7 consecutive days shall constitute abandonment of the home by Tenant.

Landlord reserves the right to revise these Rules and Regulations as circumstances require and as necessary for the safety and care of the Community and for securing the comfort, peace and quiet and convenience of all Tenants. The Rules and Regulations will be enforced by Landlord to insure the health, safety, welfare and comfort and peace of each Tenant. Any Tenant who violates these Rules and Regulations may be removed from the Community. Any violation, breach or default of these Rules and Regulations, whether singular or several, will be grounds for termination of tenancy will result in removal and eviction from the Community.