

Floral Estates MHP, LLC  
Box 591, Dobbs Ferry, NY 10522

# RULES AND REGULATIONS OF FLORAL ESTATES MHP LLC

Effective: January 1, 2023

To best serve the residents of the Floral Estates Mobile Home Park, located at 21601 Floral Drive, Watertown, NY (the "Park", or the "community"), Floral Estates MHP, LLC (together with its owner, the "Landlord"), the owner of the Park, has developed the following Rules and Regulations (the "Rules", or the "Regulations").

**Any violation of these Rules will be an event of default under any actual or implied lease between the Landlord and any Tenant of the Park, and shall give rise to the Landlord's right of termination of that lease and cause for eviction from the Park.**

## 1) OBLIGATIONS FOR OCCUPANCY

### a) Tenants

A Tenant is a resident of the Park who has permission from the Landlord to reside in the Park. Only Tenants and members of Tenants' households listed on their leases have the right to reside within the Park. A Tenant who allows a person not listed on their lease to reside in their home will be in breach of these Rules. Tenants are responsible for the behavior of all members of their households and their guests.

Tenants include residents who own their own homes, as well as residents who live in Park-owned homes. Tenants who reside in Park-owned homes are responsible for the repair, maintenance and upkeep of the homes in which they reside to the same degree as Tenants who own their own homes. In the case of Tenants who occupy Park-owned homes, references herein to the Tenant's home are references to the home occupied by the applicable Tenant.

### b) Guests

A Guest is any person residing or visiting a Tenant for fewer than 14 days within any 12-month period. If a person resides in or occupies one or more Tenants' home for more than 14 days within any 12-month period, the

applicable Tenant or Tenants are required to notify the Landlord of that person's presence. The Landlord will, at the Landlord's discretion, determine whether that person will be permitted to remain in the Park.

### c) Manager

The Park is managed by Romulus Management, LLC ("Romulus"). Day-to-day management is handled by an employee of Romulus named Lee Gibson (the "Manager"). You can call the service hotline at (315) 388-6116 twenty-four hours a day, seven days a week with non-emergency service issues. In case of an emergency, but *only* in case of an emergency, you can call Lee at (315) 816-2684. **PLEASE LIMIT DIRECT CALLS TO LEE TO BUSINESS HOURS, EXCEPT IN THE EVENT OF A BONA FIDE EMERGENCY.** Failure to abide by these guidelines will be an event of default.

### d) Lot Rent

Lot rent and home rent ("rent") is payable in advance for the applicable month. Effective July 1, 2023 (the "effective date"), rent, purchase payments, penalties, fees, water bills and service charges due from Tenants to the Landlord must be paid either online or at an rmResident cash payment location (a "cash station"). If payment is tendered other than online or at a cash station after the effective date, the applicable Tenant will be charged \$10 per occurrence to defray the cost of handling the payment, and the Landlord will retain the right to treat failure to tender payment in the proper manner as failure to tender payment.

Payments made prior to July 1, 2023 that are not paid online or at a cash station must be paid by check or money order. Rent checks or money orders should be made out to Floral Estates MHP, LLC, and should indicate the applicable lot, address, and month.

All rents are due on the 1st of every month.

- Monthly lot rent payments will be **reduced by \$20** if they are received **on or prior to 5:00 PM on the 5th of the month.**

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- Rent payments received **after 5:00 PM on the 10<sup>th</sup> of the month will be subject to a 3% late fee.**

In order for the “early-bird” reduction to apply, or for the late fee to not apply, lot rent payments must be received, not sent, before the applicable late. For example, a lot rent payment mailed on the 4<sup>th</sup> of the month that arrives at the Landlord’s address on the 6<sup>th</sup> of the month will not qualify for the “early bird” discount.

**e) Allocation of Payments**

Payments received from Tenants are allocated on a first-in, first-out basis. This means that a payment received on a given date will be allocated to the oldest outstanding charge, and then to the next-oldest outstanding charge and so on in that order, until all charges are offset.

**f) STAR Exemption**

Tenants who own their own homes may apply directly to the State or local governmental authority for a STAR credit, as applicable.

**g) Security Deposit**

Unless otherwise waived, each Tenant shall provide a security deposit before commencing occupancy of the premises. The security deposit will be deposited in an interest-bearing escrow account at a banking institution chosen by the Landlord. If the Tenant surrenders the premises in a neat, clean and orderly condition, and if the Tenant is not in default of any provisions of their lease at the time of termination thereof, the security deposit and any interest accumulated will be returned by mail to the address provided by the Tenant. A security deposit may be used to offset amounts due upon move-out because of non-payment of rent, cleaning, repairs, or any other item listed in the Schedule of Charges and Fees, below.

**h) Annual or Month-to-Month Lease**

A one year (1 yr.) lease shall be offered to each Tenant as required under applicable law, and the Tenant may enter such a lease if the Tenant so desires. An acknowledgment must be signed that a one year lease has been offered and that the Rules have been received and agreed to by the Tenant. If a Tenant chooses not to sign a one year lease, the Tenant will be required to sign a month-to-month rental agreement. Failure by a Tenant to return a signed copy of a written rental agreement with an option for a one-year lease offered to that Tenant by the Landlord will be treated as an agreement to enter into a month-to-month rental agreement on the terms specified in the written rental agreement with an option for a one-year lease that was offered to the Tenant.

**i) Use as Owner’s Residence Only; No Subletting**

Homes may not be rented, loaned or used by anyone for any purpose other than as a residence by the owner thereof, except with the written permission of Manager or the Landlord. Subletting is not permitted without written permission of the Manager or Landlord.

**j) Late Payment**

Each Tenant shall contact the Landlord no later than the 10<sup>th</sup> day of the month if the Tenant cannot pay any rent in full and on time. If a lot rent or rental payment is more than thirty days delinquent, the Landlord shall have the Tenant served with a thirty-day notice for non-payment of rent. As set forth in the Schedule of Fees attached hereto, Tenants will bear the cost to the Landlord of serving this notice, as well as any other costs associated with commencing and conducting an eviction or collection proceeding.

**k) Schedule of Fees**

The attached Schedule of Fees lists certain fees that will be charged to the Tenant in order to cover non-compliance with these Rules. All bills for these fees shall be paid by

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the Tenant within thirty (30) days, unless specific credit arrangements are expressly made with the Landlord. An interest charge equal to the highest rate allowed under applicable law will accrue to these fees. To the extent allowable under applicable law, failure to pay these fees and interest will be treated as failure to pay lot rent.

**l) Park Property**

Tenants and their guests are only permitted on the roads and areas of the Park occupied by home sites. Tenants and their guests are not permitted on any part of the Park property other than the foregoing parts of the Park, and Tenants and their guests are not allowed on any property marked "Posted".

**2) HOME SET-UP**

**a) Licensed Installer**

Each Tenant is responsible for having his or her home installed. All homes must be installed by an NYS Certified Installer or Retailer, in accordance with Article 21-B of the Executive Law, a copy of which can be obtained by calling the New York State Department of State at 518-474-4073, or downloaded from the Department of State website at <http://www.dos.state.ny.us/DCEA/manuf.htm>.

**b) Hitch and Running Gear**

If a Tenant's home is accepted into the Park with its hitch and running gear including axles, wheels and tires, this equipment shall not be removed from the site and shall be stored under the home.

**c) Acceptable Homes**

Only HUD approved manufactured homes manufactured in or after 1979 with a pitched roof may be brought into the Park. Regardless of the year of manufacture, only homes in good condition may be brought into the Park. Homes must be constructed to meet all federal, state, county and local rules of safety and construction standards. All homes brought into the Park must be inspected and

approved by the Landlord or the Landlord's agent prior to being moved into the Park.

**d) Skirting**

Skirting must be neatly installed within 45 days of a mobile home's being moved into the Park. Only factory-built, high-quality skirting is permitted. No wood skirting is allowed. Skirting must be full and in good enough condition to minimize freezing of water lines under the home. Skirting may **not** permit cats, dogs, or rodents to crawl under the home.

**e) Heat Tape**

Heat tape must be installed on each home's water lines by the applicable Tenant to prevent freeze-ups. The heat tape must extend from the bottom of the Tenant's home to a point 2 feet underground. The heat tape must be tested by the Tenant each year to ensure that it is in working order. Tenants are not permitted to run water during the winter to prevent freeze-ups. Each Tenant is responsible for any costs incurred by the Landlord due to the Tenant's failure to properly install and maintain heat tape, including the cost to fix burst water risers and to clean up water damage from same, and will reimburse the Landlord for same.

**f) Entry Stairs, Decks, and additions**

Entry stairs and decks, both front and back, must have proper, sturdy handrails, and must comply with all applicable building codes. Paint or stain must be kept in good repair, and must be fixed or replaced if it is flaking or wearing out. All structures added by the Tenant must be approved by the Landlord prior to being built. These structures must be approved by the Watertown code enforcement department, and the Tenant must receive a building permit for them **before** work is begun.

**g) Dispose-Alls**

Dispose-alls are not permitted in homes in the Park.

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**3) MAINTENANCE OF HOME AND LOT**

**a) Repairs**

Repairs to a Tenant's home and any other structures on a Tenant's lot are the Tenant's responsibility.

**b) Neatness of the Home and Lot**

Each Tenant shall keep their home clean and in good repair. Siding, paint, patios, exterior stairs, decks, and skirting must be maintained in a manner acceptable to the Landlord and to the Manager. If the Tenant fails to keep the premises clean and neat, the Landlord may clean and maintain the premises at the Tenant's expense pursuant to the Schedule of Fees.

**c) Trash, Tires and Debris**

Each Tenant shall keep their yard and patio free of trash, toys, building material, tires, and anything else that the Landlord or the Manager determine, at their sole discretion, to be detrimental to the appearance, cleanliness or health of the Park. If the Tenant fails to keep their lot free of any such materials, the Landlord or the Manager may remove these items at the Tenant's expense pursuant to the Schedule of Fees.

**d) Excavating and Digging**

The Tenant shall not excavate or drive stakes or posts without a permit. The Tenant shall be liable for any damage to the underground utilities if the Tenant fails to obtain a permit before the Tenant excavates or drives stakes or posts on the premises.

**e) Lawn**

The Tenant shall keep the lawn of the premises mowed and trimmed. If the Tenant fails to mow and trim the lawn within seven (7) days notice from the Landlord, the Landlord or the Manager may mow and trim the lawn at the Tenant's expense pursuant to the Schedule of Fees.

**f) Shrubs and Trees**

The Tenant shall not plant or remove any shrubs or trees on the premises without a permit. The Tenant should water all shrubs and trees on the premises occasionally, and should water newly-planted shrubs and trees daily. The Tenant must trim the shrubs when necessary. All trees will be trimmed by the Landlord, as necessary.

**g) Driveways**

The Tenant shall maintain and keep their driveway in good condition. A good quality driveway sealer should be applied to paved driveways when needed to protect the driveway. Tenants will be held liable for damages due to neglect or carelessness. New paved driveways must be sealed each of the first two years following installation. Tenants' cars may only be parked on tenants' driveways.

**h) Patios**

The Tenant shall not use rock salt or table salt on the concrete patio or sidewalk of the premises. The Landlord recommends that the Tenant apply calcium chloride to remove ice from the patio and sidewalk. The Tenant shall not paint the patio of the Premises.

The Tenant shall not use the patio or patio room of the premises for storage, except the Tenant may store patio furniture on the patio and inside the patio room. The Tenant shall not place any storage facilities such as cabinets or storage sheds on the patio.

**i) Fuel Tanks**

The Tenant shall place any fuel tanks and gas bottles used or stored on the premises at the rear of the home, unless the Landlord approves of another location. The Tenant shall install fuel tanks a minimum of six inches off the ground by using concrete blocks or other suitable material, as approved by Landlord. Oil

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tank vents shall be at least one and one-fourth inches (1 1/4") min. diameter.

Any Tenant who has a fuel tank that appears to be in poor condition or close to the end of its useful life may be asked by the Landlord or the Manager to have the fuel tank inspected by the Tenant's fuel company to determine whether it is in safe and satisfactory condition. A copy of the report for this inspection must be given to the Landlord or to the Manager within two weeks of the inspection request. If the inspection report indicates that the fuel tank is not in satisfactory condition, the fuel tank **must be replaced by the Tenant** and may not be used further

If a satisfactory fuel tank inspection report is not produced within two weeks of the inspection request, the Tenant will be required to immediately show proof that the Tenant has an insurance policy that covers all potential liability from a fuel spill, and that the Landlord is a beneficiary of this policy. **Failure to do so is a breach of these Rules and will be grounds for immediate eviction.**

**j) Utilities**

The Tenant shall not tamper with any meter boxes or other electrical equipment connected to the premises. All sewer, water, gas and electrical connections must be of a type approved by the Landlord. The Tenant shall be responsible for the following utilities connections:

- i) Water: from 2' below the ground to the home, with a UL Listed operating heat tape the entire length of the waterline.
- ii) Sewer: from the surface of the ground to the home, with a clean-out.
- iii) Electric: from community outlet to the home. If the Tenant's electric line is exposed, it shall be buried to a depth of 24" by the Tenant immediately.
- iv) Telephone: telephone pole may be required. Pole must be a pressure treated 4' x 4' x 16' with 4' buried in the ground

and no more than one foot (1') from the home. See Community Manager for details.

- v) Gas Lines: Gas supplier is responsible for gas bottles and regulators. Tenant is responsible for the gas lines.
- vi) Cable: Tenant is responsible for cable from the pole to the home.
- vii) The Tenant may install one (1) satellite dish per home. The satellite dish must be installed on the Tenant's home, and have a diameter of no more than 20". A permit is required.

**k) Firewood and Fires**

The Tenant shall store no firewood on the premises. No wooden crates, boxes, dumped piles of scrap wood or lumber are allowed on the premises at any time.

Open fires are prohibited in the Park.

**l) Kerosene Heaters**

Portable kerosene heaters are prohibited in manufactured homes as per Section 7-1.9 of the New York State Sanitary Code.

**m) Hazardous Materials**

The Tenant shall not use or store any hazardous substance (including petroleum or oil products) in the community unless such use is in strict compliance with all federal, state and local law or ordinances. The Tenant shall disclose to the Landlord all proposed uses of hazardous substances in the community. The Tenant shall permit periodic environmental inspections on the premises with reasonable notice by Landlord. Gas and oil containers must be stored in shed.

The Tenant shall not release any hazardous substance in the community. The Tenant shall immediately notify the Landlord if any

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hazardous substance is released in the community and shall be responsible for the costs and damages to the environment for release or threatened release of a hazardous substance in the community and this responsibility shall survive the Lease.

rear of the home on the premises. The Tenant shall not use plastic trash bags unless they are placed inside the trash can. Plastic trash bags may not be removed from the trash cans before the trash is picked up. The Tenant will be responsible for removing the Tenant's trash from the Park on a regular basis.

**n) Car Ports and Windbreakers**

The Tenant may enclose carport and install wind breaker between October 15th and April 15th. All materials used must be approved by community management and removed and stored by April 15th. Plastic sheeting is not allowed. Permit required.

**b) Chemical Waste**

The Tenant shall not dispose of oil, gasoline or other petroleum products, household cleaning supplies, paint, driveway sealer, tires, rims or any other hazardous waste anywhere on community property. These items must be returned to appropriate recycling centers. Failure to comply could be cause for eviction.

**o) Clothes Lines**

The Tenant may install a clothes line provided it is of the umbrella-type which shall be installed at the rear area of the home.

**c) Garbage Cabinets**

The Tenant, upon prior written approval of the Landlord, may install a two-can metal or vinyl garbage cabinet behind the home on the premises. The garbage cabinet shall be no larger than twenty-seven inches by fifty inches (27" x 55") in dimension.

**p) Swimming Pools and Trampolines**

No swimming pools or trampolines are allowed in the Park. Wading pools no larger than 18 inches (18") high, 12 inches (12") deep (water height), and 8 feet (8') in diameter are allowed. Wading pools must be drained and moved daily so they do not kill the grass. Any pools not moved regularly will be required to be removed from the community.

**d) Drains, Sewers and Toilets**

The Tenant shall not dispose anything other than water, human waste and toilet paper by means of the toilet and drains in his or her home. A non-exclusive list of things that should not be put down the drain includes grease, baby wipes, cat litter, diapers, tampons and any chemical other than H<sub>2</sub>O. The Tenant may not place anything directly into a septic tank, storm-water drain, clean-out, broken or cut line, or sewer tile. The Tenant will be responsible for any repairs or maintenance required as a result of the Tenant's failure to comply with this provision. If the Landlord determines, at the Landlord's reasonable discretion, that a sewer clog at any point in the septic system was caused by a Tenant's breach of this provision, the Tenant will be assessed a fee equal to the actual cost to the Landlord of remedying the problem caused by that breach.

**q) Swings, Slides and Jungle Gyms**

The Tenant shall place any swing set or other play equipment at the rear of home. The Tenant must obtain a permit before installing a swing set on premises. Swing sets must be secured and installed in an approved location.

**4) SANITATION**

**a) Trash Cans**

The Tenant shall provide adequate trash cans to hold all trash and garbage. All trash cans must have covers and shall be placed at the

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5) **WATER**

- a) Water meters are installed under each home. Water use is billed by the Landlord to the Tenant. Tenants are responsible for the payment of their water bills within **15 days** of receipt thereof. To the extent allowable under applicable law, failure by a Tenant to pay a water bill will be treated as failure to pay lot rent.
- b) Tenants are responsible for all water use registered on their meter. **This includes the use of water due to leaky plumbing, mistakes and inadvertence.**
- c) Tampering with, or bypassing the water meter is a violation of these Regulations, and is grounds for eviction. Tenants are required to keep the area around the water meter clear in such a way that the Landlord can have access thereto.
- d) The Tenant shall use water wisely. Waste of water by a Tenant (for example, leaving faucets on during the winter months, excessive car washing, unrepaired leaks, etc.) will be treated as a violation of these Rules.
- e) The Landlord may shut off water service to the premises if repairs are necessary. The Landlord will use best efforts to give prior notice if shut-off is required.
- f) The Tenant shall not permit washing of non-Tenant's vehicles.

buy or adopt a new dog. Failure to provide this information within fifteen days of request will constitute a default under the Tenant's lease.

- b) The Landlord and the Manager reserve the right, at their discretion, to ask any Tenant to remove their pet from the Park if, in the sole discretion of the Landlord or the Manager, their pet creates an unreasonable risk of danger, noise or inconvenience to any Tenant of the park or to anyone else.
- c) Pets may not weigh over 25 pounds. Only one dog is permitted per home.
- d) Bulldogs, Pitbulls, Rottweilers, Doberman Pinchers, Huskies, Malamutes, German Shepherds, Rhodesian Ridgebacks, any breed of dog considered a "dangerous breed" by the Landlord's liability insurance policy, any dangerous breed and any other individual dog or breed of dog deemed by the Landlord, the Manager or the Landlord's agent at their sole discretion to create an unreasonable risk of danger, noise or inconvenience are not allowed in the park.
- e) All pets must be kept either inside or on a leash at all times. This includes dogs and cats.
- f) Any pet not either inside a Tenant's home or on a leash will be considered a stray. Strays will be removed permanently from the Park at their owner's expense, per the Schedule of Fees.

6) **EMERGENCY SERVICE**

- a) In case of emergency service, the Tenant should contact the Manager.

- g) If a Tenant feeds a stray animal, that animal will be considered the Tenant's pet, subject to the foregoing rules.

7) **PETS**

- a) A "dog census" will be performed each year. Pursuant to this, every Tenant will be required to list each dog that they own and each dog that lives at or habitually spends time at their residence. Requested information will include name and breed of dog; license and/or registration information; age, weight, and expected mature weight. Tenants are required to update dog census information within fifteen days of the date on which they

- h) All dogs must be inside Tenants' houses between the hours of 9:00 PM and 6:00 AM.
- i) Guests are not permitted to bring pets into the Park.
- j) Pet sitting of any kind in the community is not permitted.

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**8) SERVICE ANIMALS**

- a) Service animals are allowed in the Park, in accordance with applicable federal and state laws.
- b) If a Tenant's service animal does not comply with the rules regarding pets, the Landlord or the Manager may request the Tenant to produce a letter or other documentation from the Tenant's doctor, therapist, or health care provider describing the condition of the Tenant that necessitates the service animal and specifying that the applicable service animal is required to treat that condition. If the Tenant fails to produce such documentation within 7 days of request, the animal will not be considered a service animal.
- c) Any service animal on Park premises that, in the sole discretion of the Landlord or the Manager, threatens the safety or well-being of any person in the Park, or whose presence may cause significant cost to the Park, is not permitted in the Park. In emergencies, the public animal control office will be called to remove the service animal. Failure by a Tenant to remove a dangerous service animal that belongs to the Tenant or to the Tenant's Visitor is grounds for eviction.
- d) Any Tenant who has a service animal that is a dog that is considered a "dangerous breed" by the Landlord's liability insurance policy must maintain a liability insurance policy with a liability cap of no less than \$1,000,000 per occurrence.

**9) MOTOR VEHICLES**

**a) Vehicle and Traffic Rules**

The Tenant, and the Tenant's household, friends and guests shall obey all vehicle and traffic laws within the community. The Tenant shall not operate a motor vehicle within the community at a speed greater than ten miles per hour (10 mph). The Tenant shall be responsible for the conduct of the Tenant's family, additional occupants, friends and guests.

**b) Unregistered Vehicles and Unlicensed Drivers**

Unlicensed motor vehicles are not permitted in the community. The Tenant shall not permit any unlicensed person to operate a motor vehicle in the community. Unregistered vehicles parked in the community will be towed at the Tenant's expense.

**c) Parking on Driveways Only**

Tenants may park their vehicles (including any trailers to be towed behind their vehicles) only in their driveways. The Tenant shall not operate or park a motor vehicle upon the community lawns and patios or permit their guests to do so. The Tenant shall not permit motorcycles to be parked on the patio or lawn of the premises; motorcycles should be parked in the driveway or shed.

The Tenant shall park motor vehicles in the driveway on their lot unless the Landlord agrees otherwise. If a motor vehicle does not fit in a Tenant's driveway without blocking the community road, it is not permitted in the community.

The Tenant shall not block traffic within the community. If a motor vehicle interferes with snow removal within the community, the motor vehicle will be towed at the expense of the owner or operator, without notice.

**d) Repairs**

The Tenant shall not perform repairs upon any motor vehicle on the premises, except minor repairs to the Tenant's motor vehicle. No used oil or batteries shall be stored anywhere within the community.

**e) Large Vehicles**

The Tenant shall not permit large commercial vehicles on the premises except for deliveries. The Tenant shall not permit any trucks larger than a one-ton pickup truck on the premises. No dump trucks, tractor trailers, step vans, tow trucks, flat beds, etc. are allowed. See the



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Manager to determine if a vehicle is acceptable.

The Tenant shall not store any recreational type vehicles, race cars, utility trailers, pick up truck caps/campers or boats within the community without a permit issued by the Landlord. The Tenant shall keep registrations current as per applicable government registrations on anything stored on Tenant's site or in storage area.

**f) Junk Cars**

The Tenant shall not permit any unsightly motor vehicles on the premises. Unregistered vehicles, and vehicles that are not road-worthy are not to be brought into the Park or stored in the Park. Un road-worthy vehicles and unregistered vehicles will be towed at the Tenant's expense.

**g) Plows**

The Tenant shall be permitted to have a plow attached to the Tenant's motor vehicle on the premises between October 15 and April 15. The Tenant shall not store any plow within the community between April 15 and October 15.

**h) ATVs, Snowmobiles, Dirt Bikes**

The Tenant shall not keep, operate or permit any all-terrain vehicles, snowmobiles, dirt bikes or mini-bikes within the community.

**10) HOME SALES AND MOVING**

**a) 30 Day Notice Prior to Sale**

The Tenant shall give the Landlord a written notice of his or her intentions to sell Tenant's home at least thirty (30) days prior to being put up for sale. Upon receipt of the notice, the Landlord will inspect the Tenant's home to determine whether it may remain in the community after it is sold by the Tenant.

**b) Signs**

The Tenant may display only one professionally printed For Sale sign not to exceed 2' by 3" in size. The sign must be placed in a window if available. If a window is not available, the sign may be placed on the front of the home. The sign must be approved by management.

**c) New Tenants Must be Approved**

If the home is to remain in the community after the Tenant sells the home, all potential purchasers of the Tenant's home must be approved by the Landlord. Failure to obtain approval for new Tenants prior to their move-in date will result in the immediate commencement of eviction proceedings to remove both the new Tenants and the former Tenants.

**d) 30 Day Notice Prior to Moving**

The Tenant shall provide the Landlord with a written thirty-day (30) notice that the Tenant is vacating or surrendering the premises, unless modified by the Lease. This notice must be provided on or before the 1st day of the month. Since all rentals are paid by the calendar month, no adjustment or refund will be made for a partial month. When the Tenant's home leaves the home site, the tenancy shall end. The Tenant shall also notify the Landlord the day the Tenant vacates or surrenders the premises and must provide the Landlord with a forwarding address.

**e) Transporter Must Contact Landlord**

All homes must be removed by an NYS Certified Transporter. The transporter must submit a cash or money order retainer of \$500 to the Manager or to the Landlord prior to the preparation for the removal of a home from the Park. The Tenant shall not permit the transporter to remove a home from the home site until the transporter has checked with the Landlord to determine whether the Tenant's bills are satisfied fully and that the premises are in a neat, clean and orderly condition. The Tenant shall inform the transporter about this obligation. The Tenant shall have the home removed only between the hours of 8:00 AM

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and 5:00PM, excluding Saturdays, Sundays and legal holidays.

**11) Quiet Use and Enjoyment**

The Tenant shall not use or occupy their home or any premises in an objectionable manner which is unwarranted, unreasonable, or unlawful, to the annoyance, inconvenience, discomfort or damage of anyone else, that impinges on the health or safety of other Tenants, or that impinges on the ability of any other Tenant to quietly use and enjoy his or her property. The Tenant shall be responsible for the conduct of the Tenant's household, friends, children and guests in this regard.

**12) Legal Fees**

To the extent that any action, trial, hearing or proceeding for eviction or to collect a debt is brought by the Landlord against the Tenant because of the Tenant's failure to comply with their lease or rental agreement, these Rules, or applicable law, the Tenant will reimburse the Landlord in full for legal, court or administrative fees and all other actual costs incurred in the course of, in anticipation of, or because of that action.

**13) MISCELLANEOUS**

- a) The Landlord will not be liable for any injuries, damages, or thefts that occur in the park except to the extent directly caused by the Landlord's gross negligence.
- b) The discharge of any firearms or other dangerous weapons, including guns, bows, cross bows, pellet guns, paint ball guns, rockets, fireworks, fire crackers, or anything that shoots a projectile is prohibited in the Community.
- c) The Tenant shall not permit any soliciting within the community without the Landlord's prior written approval. The Tenant should notify the Landlord about any unauthorized solicitors.

- d) The Tenant shall not use or occupy the premises for an illegal purpose, or engage in any unlawful activity while in the park.
- e) The Tenant shall maintain **homeowner's and liability insurance** (or **renter's insurance**, if applicable) for the Tenant's use and occupancy of the premises at all times.
- f) The Tenant shall not permit the Tenant's or their guest's children to travel through the community without proper supervision.
- g) The premises leased by the Tenant shall be the play area of the Tenant's household, friends, and guests.
- h) The Tenant shall not permit the Tenant's household, friends, and guests to travel across other Tenants' lawns.
- i) The Tenant shall not permit household, friends, and guests in the area of the barn, septic tanks, sewage treatment plant, barns, community storage buildings, vacant sites or any of the buildings owned by the community.
- j) Failure by the Landlord to enforce any one of the rules contained herein does **not** constitute a waiver of the Landlord's right to enforce that rule at any other time.

**14) GENERAL POLICIES**

- a) If the Tenant has a written complaint for the Landlord, the Tenant must sign the complaint. If the Tenant has a verbal complaint for the Landlord, communicated by telephone, the Tenant must identify themselves when making the complaint.
- b) The Tenant shall use the premises at the Tenant's risk. The Tenant will be responsible for any damage caused by the Tenant's household, friends and guests.
- c) The Tenant may obtain any permits required under the Lease, rules or regulations at the

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community office. Such permits are free, unless a fee is charged by the government. Permits must be obtained prior to any activity which requires such permits.

- d)** If the Tenant is moving to other premises within the community, the Tenant must complete a new lease application and submit it to the Landlord. The Tenant shall deposit any additional security deposits with the Landlord prior to such move.
  
- e)** If the Tenant will be leaving the premises for an extended time, the Tenant must notify the Landlord so the water can be shut off in the ground. There is no fee for this service and it may prevent damage to the premises. Tenants must also leave an emergency contact number where they can be reached while away from the community.
  
- f)** Management assumes no liability for damage done should utilities be turned off.
  
- g)** The Tenant will be given ten (10) days to correct a violation of community rules after receiving written notice. If Tenant fails to correct said violation, Tenant will then be asked to vacate within thirty (30) days.
  
- h)** The Tenant shall notify the community management of any name change and who resides in their home.
  
- i)** The Tenant's cooperation is greatly appreciated by the Landlord, and helps maintain the good reputation of the community and encourages government officials to look more favorably upon manufactured home living.
  
- j)** If the Tenant has any questions concerning these Rules and Regulations, please feel free to discuss them with the Landlord or the Manager.

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SCHEDULE OF CHARGES AND FEES

Returned Check Handling Charge	\$25
Commencement of Eviction Process/30-Day Notice – <i>per occurrence</i>	Actual Cost
Mowing Lawns – <i>per mowing</i>	\$65
Trimming Lawns – <i>per trimming</i>	\$40
Labor required by non-compliance with the Lease and/or Park Regulations	\$45 per hour
Tire Removal Fee – <i>per tire</i>	\$10
Online or Cash Station Payment Fee	As Set by Payment Processor
Fee for Payment Other Than Online or at Cash Station Post 6/30/2023	\$10
Removal of Sewer Clogs Due to Tenant’s Breach	Actual Cost
Garbage Removal	Actual Cost
Pet Removal	Actual Cost
Town Building Permit	Actual Cost
Attorney Fees and other Costs Arising from Eviction and Proceedings and Money Suits	Actual Cost

A **late fee** equal to the highest amount allowable under applicable law will apply to past due accounts for the Other Charges and Fees listed immediately above. To the extent permitted under applicable law, failure to pay any of the fees listed above will be treated as failure to pay lot rent.