

Galvin's Rules and Regulations

Dear Resident,

Enclosed are the Community guidelines which have been written for your convenience and benefit. They have been designed to allow you a quality lifestyle, here at Galvin's Manufactured Home Community. Their purpose is to provide the necessary guidelines and directions which are so important in any community, where consistently enforced guidelines always result in a better quality of life and a higher resale value, should you decide to sell your home.

Understanding these rules and their effect on all of us is a major responsibility prerequisite for living in our community. Please read them carefully and ask your property manager any specific questions about their meaning. The property manager will have the final meaning of these rules and regulations as per the company.

Sign and return the last page of these rules & regulations with your signed lease & signed lease rider. Thank you

1. Community Guidelines:

A. Management has the right to approve or reject any applications for residency in the community. We will not discriminate for reason of race, creed, family status, disability, religion, sex or national origin. A review of your application when buying a new home will include a credit check, verification of ID, employment and previous landlord references.

B. Management has the right to approve or reject a manufactured home/mobile home if its size and appearance do not meet our standards.

C. The minimum size of a new manufactured/mobile home will be 16' wide by 80' long and will be admitted to the community on an individual basis. Depending on the lot size as well.

D. Homes must be placed on each lot as per the pier prints form HUD and the Code Enforcer. Upon arrival, the community manager will instruct the driver as to the proper position for placement. Resident must check with management office prior to termination of occupancy. Movement of the private manufactured/mobile home is permitted only between the hours of 9:00 am and 3:00 pm Monday through Friday. Transport company must show all the necessary paperwork to the property manager before removing a home from the Galvin's Community. Transport company must check in with the management office of the time they will arrive. The homeowner is responsible for all necessary permits.

E. Homes in the community: Manufactured/Mobile Home shall be attractively maintained by the resident and will comply with all applicable laws, ordinances and regulations for the community. Skirting is required to be installed within 30 days after move in. Prior to acceptance into the community, arrangements for proper skirting and anchoring must be made and verified by management and the code enforcer. Skirting must be designed and manufactured for

manufactured/mobile homes and must be made of non-combustible material, such as vinyl or aluminum. Wood, particle board, fiberglass, and/or unpainted sheet metal are not permitted. All skirting materials must be approved by management. All homes shall be anchored in accordance with the code of the Town, State and/or County. Hitches must be removed when possible. If not removed, they must be attractively screened and or skirted. All homes should be properly numbered with at least 4-inch numbers that are visible from the street at night.

F. Steps-Both entrances must have steps made of either pre-cast concrete, factory type wood or metal construction. Concrete block steps are not permitted. Temporary steps are permitted for a period of 30 days only.

G. Adding or replacing- Decks, awnings, porches, storage buildings and or carports must have plans, specifications and placement approval by the manager. No structure of any type is to be erected on the community property without the written permission of management. Deck bases should be skirted or enclosed with management approved materials. All approved construction must be completed within 30 days of start date. Weather permitting.

H. Sheds-All Storage sheds must be properly anchored. This is the responsibility of the resident. There shall be only one storage shed to a site, constructed of management approved material.

I. Hiring contractors- No construction company or mobile home repair company may perform any service within the community unless they have to the property manager for clearance. Management will require all contractors, repair, maintenance or landscape personal to have proper liability and compensation coverage for the purpose of protecting the resident and the property of the community. The compensation form must have the community's name and address as additional certificate holder. (Galvin's MHP, LLC. 1612 Hennessey Road Ontario, NY 14519)

J. Lot site-In the interest of beautifying the community, residents are encouraged to add additional shrubs and plants. Plants, trees and shrubs become the property of the community when planted and may not be removed from the premises without management approval. Planting additional greenery must be approved by management due to the fact that there are utilities underground, and digging could result in serious injury to the resident or other homeowner's homes. Homeowners/Residents are responsible for the maintenance and upkeep of all landscaping on the lot site, including grass, flowers, trees, shrubs and other plantings. The maintenance or removal of trees shall be the sole responsibility of the Homeowner/Resident on whose lot the tree is located including dead limbs and encroaching trees. The location of the tree trunk shall define who is responsible for the maintenance. Trees that block views of other Homeowner/Residents, encroaching trees or unsafe trees upon proper notice from the Community Owner/Operator must be removed at the Homeowner/Resident's expense. Landscaping by Homeowners/Residents shall not interfere with utilities, the utility provider's ability to service such utilities, your neighbor's lot, the drainage of the Homeowner/Resident's lot and surrounding neighbor's lots, the vision of traffic, or the Community Owner/Operator's abilities to maintain and service the community. All costs to repair or correct any damage to utilities caused by Homeowner/Resident landscaping will be the responsibility of the Homeowner/Resident. Vegetable or flower gardens are allowed with permission from the Community Owner/Operator. Gardens shall be placed in the back of the home on the Homeowner/Resident's lot, are not to exceed 10' and be well maintained.

Digging Before a Homeowner/Resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with state "Dig-Safe" law. The current number for Dig-Safe of New York is 1-800-962-7962 but is subject to change. The Homeowner/Resident shall receive written permission from the Community Owner/Operator, only after the Community Owner/Operator has been given notice of the appropriate Dig-Safe clearance numbers and clearance dates. This rule does not prohibit Homeowner/Residents from doing routine gardening and maintenance of lawns and shrubbery.

Homeowners are responsible to maintain their driveway by sealing, replacing or repairs. No stone or dirt driveways.

Lawn decorations or outside structures shall meet the aesthetics of the community and in compliance with all the applicable governmental requirements.

K. Air Conditioners/Heaters-Window type air conditioners and or heating units are allowed with the approval from the manager. Support brackets for these units if allowed, are to be made of metal. Insulation of such units come with instructions and must be followed. Must get approval from the management before installing unit.

L. Clotheslines-Umbrella type, collapsible clotheslines are permitted in the community at a location approved in writing by the management. Clotheslines must be dismantled and removed when not in use. Clothes will not be allowed to hang on line for a time period longer than required for drying, must be removed immediately.

Hanging clothes on the outside light fixtures, door jambs, eaves, from awnings, draping over railings, decks, porches or from any place on the home is not permitted.

M. TV antennas- must not exceed 15 feet off the ground. No ham radio type or any other antennas are allowed, including satellite dishes over 18 inches.

N. Painting- Before painting your home, deck, shed or steps the color must be approved by management, as this would also affect the neighboring property values.

O. Trampolines, jungle gyms and basketball hoops are not permitted. Kiddie pools will be allowed. 45" round, providing they are emptied and stored away daily.

2. Rental Collections:

A. Rent is due and payable on the first (1st) of each month. Payment must in the form of a personal check, cashier's check, money order or pay online. No cash will be accepted. Rent will be considered late if not received by the 10th of the month and will be assessed at a 3% late fee. **No personal checks will be accepted for late payments.** Checks returned from the bank are considered (NSF) there will be a (\$20.00) twenty-dollar charge for the NSF check. All service expense and charges incurred by the resident shall be deemed additional rent and will be added to the monthly rent bill. No partial payments or postdated checks accepted.

In the event of non-payment of rent, tenant shall be responsible for all charges related to the service of rental demands, notice to quit, sheriff fees, court fees, attorney fees and postage costs.

B. No refunds will be made for a partial month of occupancy. All leases start at the beginning of the month and end at the end of a month. No pro-rated rent at move in or move out.

C. Subletting of your manufactured or mobile home is not permitted without written permission from management. Everyone over the age of 18 years must be screened. There is an application

fee per person. See the Manager of the property. Management does reserve the right to screen prospective residents.

3. Guidelines Concerning Conduct

- A. Loud parties**, excessive volume of radios, tv's or musical instruments are not allowed. The hours between 10:00 pm and 8:00 am will be considered quiet hours. Residents will be required to maintain noise at a reasonable level at all times. Home Owners are responsible for their guest and family members. This will be strictly enforced by management.
- B. Intoxication, disorderly conduct, profanity language, boisterous parties, loud singing/talking will not be tolerated.**
All persons causing a disturbance or being a nuisance may be required to vacate the community. Trespassing through another manufactured/mobile home site/lot or property is prohibited.
- C. No soliciting** unless they have a permit from the Town. Ask to see their written authorization. Politicians and Religious Groups are approved by the State to be in the community. Peddling or commercial enterprises are not approved without authorization. If you are contacted ask to see their written authorization. If they do not have one call the community office and report them. Do not let them in your home. No private business is operated by a resident is permitted in the community (hairstylist, baby-sitting, and other small enterprises that may be operated in one's State-run Daycare is allowed with a permit.
- D. Lawn Sales, porch sales, household sales** are not permitted in the park unless organized as a community event.

4. Pets

Pets are restricted to one dog, dependent on the breed. Management must approve all pets and approval may be revoked by manager at their sole discretion at any time upon ten days' notice. The number of pets allowed per home, is as follows: 1 dog and 1 cat. The cat must be an inside cat (domesticated) and not allowed to roam the community. All dogs must be kept on a leash when walking in the community and all solid waste **MUST** be picked up by the person walking the dog immediately upon time of deposit. The homeowners lot must be kept clean of dog feces at all times. This is not only for the health of the animal and residents, but also to ensure a clean environment should it be necessary for maintenance and /or management to enter the site for repairs and meter reads.

5. Vehicles:

- A.** Residents are allowed to have two vehicles parked at their home site. Fire ordinances require streets to be kept cleared for emergency vehicles. **NO ON STREET PARKING** will be allowed without written approval from management. Parking on the lawn of the mobile/manufactured home site is strictly prohibited.
- B.** Only registered vehicles shall be allowed within the community. Residents must register each vehicle with the community office. Vehicles without current license plates/tags must be removed by the resident within ten (10) days of the plates/tag's expiration, or if the vehicle becomes mechanically inoperable.
- C.** No repairs will be permitted to cars, trucks, motor cycles or any other motor/electric vehicle

around the home site the roadways. Flat tires and battery replacements will be permitted within twenty-four (24) hours. Working on vehicles will not be permitted within the Community grounds. Any vehicle that causes loss of fluid (gas, oil, transmission fluid etc.) will be repaired at the homeowner's expense. This can be very costly when the fluids are absorbed into the grounds/driveway, the soil will have to be removed several yards and replaced with new topsoil and seeded.

D. The speed limit in the community is ten (10) miles per hour. Please observe your speed at all times. Be aware of bicyclist, walkers, people in scooter wheelchairs and young people playing. Please let your guest know how important it is to keep their speed down when visiting.

E. Motorcycles are permitted in the community; however, they must be licensed and have adequate mufflers or silencers. They shall be used as transportation only on designated roads and shall not be operated in a hazardous manner by racing through the community or the back of the property. (Mini bikes, snowmobiles, motor scooters, dirt bikes and three wheelers are prohibited in the community.)

F. No commercial trucks, boats, campers, farm equipment, totters, semi-trucks or buses with the exception of school buses and emergency vehicles. Contractors working in the community may be allowed with the managers approval and proper insurance papers. (Liability and Compensation insurance.)

G. Bicycles are allowed on the roadways only. They are expressly prohibited from being ridden on the or through the lots. All bicycles, tricycles and toys shall be kept in a neat order at the rear of the home site. If any such items are found on a vacate lot or on the roadway, they may be picked up by employees of the community and unless claimed within (15) fifteen days may be disposed of by management.

H. Boats, Trailers, Campers and or Recreational vehicle CANNOT be stored on any home or vacant lot. You may use 2 days to load and 2 days to unload when you return. Management must be made aware of depart and return time.

6. Trash Guidelines:

A. Recycle bins and Trash bins are provided by the disposal company at each lot. Trash must be kept in a plastic bag then placed in the trash bin. Trash is picked up weekly and recycle is every two weeks.

B. It is the resident's responsibility to arrange for removing old furniture, tv's, appliances, boxes or large items which are too large to be collected by local trash company. You may call the trash company for larger items on a special day. There is an extra charge to the resident. Dumping debris is not allowed within the community or adjoining property.

C. If Galvin's Mobile Home Park employees have to pick up trash or other debris left on the lot, a charge for disposal will be billed to the residents rent account.

D. Fire Pits are strictly forbidden for your own safety as well as your neighbors.

7. Utilities:

A. Residents shall provide and be responsible for the necessary connection to the home for the water, sewer or gas provided on each home site. Residents shall be responsible for all permits, deposited and charge regarding such utilities including telephone, cable or other facilities. The community supplies adequate electrical power at the utility box for electrical service for each unit. Should your home require an increased electrical current, you will be responsible for any

additional circuit breakers or wiring to the electrical pedestal as well as from the pedestal to the home.

B. Residents are responsible for weather proofing utility service connections above ground level (winterizing water pipes) and will be held responsible for broken pipes due to freezing. Check your heat tape every year before it gets too cold. Make sure it is plugged in and working.

C. The sewer system (septic) can process normal sewage & septic safe toilet tissue, but cannot accept tampons, sanitary napkins, paper towels, disposable diapers, etc. It is the responsibility of the homeowner to contact a plumber. Not the Manager of the Property. If founded that the issue is under ground below the crock, management is responsible.

8. General:

A. The sale of any mobile/manufactured home located within the community must be cleared by the community manager. Prospective buyers or new occupants must be interviewed, credit & criminal back ground check will be screened by the park manager and approved for residency prior to the sale of moving in. Management reserves the right to require upgrading of the home and the home site to meet current standards for the community at the time of the sale. The seller is responsible to make necessary repairs or maintenance of the lot or this falls on the new owner.

B. For Sale Signs: Can be displayed in the window, stairs railing, porch railing or in front of the home skirting. Size 2Ft x 3ft. All other signs are prohibited in the community.

C. Residents must maintain their yards and landscaping around their yard in a neat and attractive manner. Grass shall be cut and trimmer before it reaches (6) six inches in height. Shrubs will be trimmed and maintained on a regular basis, no taller than 4 ft. high. Should the homeowner fail to properly maintain this area, management will notify the resident. Should management perform the service a minimum charge of (\$50.00) fifty dollars will be assessed for each time management must cut grass, trim weeds or trim shrubs. The charge (s) will be additional rent and due on the following month. Repeated failure by the homeowner to maintain their lot will be cause for termination of occupancy.

D. Homeowners are responsible for other occupants in the household and will receive notification of any misbehaviors. Repeated failure to rectify the situation will result in termination of occupancy.

E. Homeowners are required to use mailboxes provided by management.

F. Each site must be kept neat and clean. No storage of bottles, cans, boxes, appliances or equipment on the patio or outside the mobile/manufactured home is allowed. Only acceptable lawn type or outside furniture is allowed to be placed on the patio.

G. The use or display of fireworks, firearms, BB guns, knives, cross bows, bow and arrows, machete or other potentially dangerous devices are not permitted with the community.

H. Temporary visitors are permitted as house guest 14 (fourteen days or less). Management reserves the right to restrict the number of visitors at any time, to a reasonable number.

I. Management reserves the right to reject visitors who violate Community Rules, Federal State or Local Laws or Ordinances. Management may reject visitors from the use of community facilities for violation of these guidelines. It is the responsibility of each resident to control his/her visitors and insure they abide by all community guidelines.

J. Homeowners will be responsible for all visitors to their home.

K. Any resident wishing to have a visitor become a resident/occupant must notify management

and get park approved. If they are not park approved this is a violation of the lease and can result in termination of occupancy.

L. Management may restrict the number of persons who can occupy a given residence determined by what is responsible for the site of the home. (2 heartbeats per bedroom.)

M. Management reserves the right to access onto all lots at reasonable times for the purpose of inspecting, maintaining and making repairs.

N. Any advertising giving the community's name and address must be cleared with management. Management has the right to deny such request.

O. Lawn watering is encouraged. At certain times of the year, this may be stopped by management due to weather (drought, excessive rain, Etc.

P. All decorations, shrubs and lawn ornaments should be placed no closer than four (4) feet from the edge of pavement to accommodate the snow banks.

9. Enforcement of Guidelines

A. Enforcement of guidelines is a major part of the Park Manager's duties and obligations to all residents and guest. Ignorance of the guidelines is not acceptable as an excuse for violation. Each resident is entitled to two (2) WARNINGS from the Park Manager for an infraction of any guideline. The first (1) warning may be a telephone call, verbal or written, indicating which guideline have been violated. The second (2) and usually the last the final warning shall be in writing. If the infraction is not corrected or if the violation is repeated, the residents lease will be terminated for cause. Management is the sole judge of the existence of such action.

B. Any complaints regarding park conditions, infrastructure, health, safety or a complaint that one resident has with another must be given in writing to the Park Manager.

All complaints are held in confidence.

Complaints that are verbal or by phone will not be addressed. Management seeks the participation of Homeowner/Resident toward the end of promoting fair and uniform application of these Community rules. However, any Homeowner/Resident who has lodged more than two (2) unfounded complaints against any other Homeowner/Resident within a six (6) month period may be subject to eviction where the Community Owner/operator determines such complaints to have been based upon or motivated by malicious or improper purposes.

C. These guidelines are prepared and enforced for the benefit of all residents. Management reserves the right to change or amend any guidelines upon thirty (30) days written notice to the residents.

D. These guidelines are only a small part of the lifestyle in our Manufactured Housing Community. They set the tone for mutual respect and understanding of others, which makes our community a pleasant place to live.

Our professional management provide a sound basis for your comfortable living.

Miscellaneous Rules:**10. Insurance**

Insurance Homeowner/Resident must provide proof and maintain proper insurance (comprehensive, fire, theft, and liability) on the home, contents and appurtenances. Homeowner/Resident shall list the Community Owner/Operator as "Additionally Insured" and indemnify and hold harmless the Community Owner/Operator, its agents, affiliates and mortgagee from and against any and all liability, damages, penalties, claims, judgments, expenses, fees, actions, suits, costs arising from injury to Homeowner/Resident or their families, guests, agents or any other Homeowner/Resident and their family, guest or agent, occurring on the rental site or the community common areas.

11. Liability

The Community Owner/Operator shall not be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Homeowner/Resident or any of the Homeowner/Resident's guests or any other person caused by any use of the premises or facilities offered in the community. The Community Owner/Operator shall not be liable for any damage or injury caused by an act or omission by the Homeowner/Resident or any member of the Homeowner/Resident's family or Homeowner/Resident's guests or invitees. Homeowner/Resident waives all claims and demands against the Community Owner/Operator for such loss, damage or injury. Further, The Community Owner/Operator does not assume responsibility if creditors or lien holders remove a Homeowner/Resident's home from the community. "Acts of God", including and not limited to insects, rodents, wild animals, weather, earthquakes, etc. Cannot be controlled by the Community Owner/Operator, and the Community Owner/Operator cannot be held responsible for any damage or inconvenience caused by such.

Stray Animals: The feeding or harboring of stray animals is prohibited. Feeding of animals (domestic or wild), or placing exposed food, outside the home is prohibited.

Extermination: Homeowner/Resident is responsible for any needed extermination of insects, pests, rodents or wild animals on the lot site and in or around the home.

Neighborly Conduct: Homeowner/Residents shall conduct themselves in a civil and neighborly manner always while in the community

Quarrelling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable language or conduct is prohibited. Verbal harassment or abuse of the Community Owner/Operator, their employees, family members, representatives or agents will not be tolerated under any circumstance.

Residents/Homeowners' Rights and Responsibilities under New York State Real Property Law Section 233

- The right to be free from retaliation if you make a complaint or join a resident/homeowner association;
- The right to a rent discount or STAR check refund if you participate in the STAR (or any other) real property tax exemption program
- The right not to be evicted except upon court proceedings;
- The right to a copy of the park rules and regulations and a written statement of all fees at the commencement of occupancy;
- The right to have the rules and regulations applied uniformly to all homeowners/residents;
- The right to be free from unreasonable, arbitrary, or capricious rules and regulations;
- The right to a thirty-day written notice prior to all rules and regulations;
- The right to a ten-day period in order to correct a violation of park rules and regulations;
- The right to a ninety-day written notice prior to increases of fees, charges or assessments;
- The right to have your security deposit held in trust in an interest-bearing account and to know the name and address of the bank.
- The right prior to occupancy to sign a lease for at least a one-year term;
- The right to annual lease renewal(s) to all homeowner/residents in good standing;
- The right to post a For Sale sign on any manufactured home;
- The right to reasonable notice of any planned disruption of services;
- The right to purchase a manufactured home from whomever you wish, as either a current or prospective homeowner/resident;
- The right to have essential services furnished at all times;
- The right to choose whomever you want as a service —person;
- The right to refuse to purchase park equipment from the park owner;
- The right to be free from occupancy restrictions in park rules and leases;
- The right to sell your manufactured home without the requirement that it be moved from the park;
- The right not to pay sales commission or fee to the park owner unless the park owner acted pursuant to a written agreement;
- The right to a livable, sanitary and safe park under Warranty of Habitability.

Holiday Decoration:

Holiday Decorations may be put up no earlier than thirty (30) days prior to the holiday and must be removed within fifteen (15) days after the holiday. Weather permitting.

Ignorance of the guidelines is not acceptable nor an excuse for the violation.

Signature

Date

Signature

Lot number

Read carefully and sign that you received these Rules and Regulations.