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# MOUNTAINVIEW MOBILE HOME PARK

Oneonta, NY

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## Rules and Regulations

Welcome to Mountain View Mobile Home Park. To provide a better community for ALL RESIDENTS, it is necessary to have community rules and regulations governing their community life together which will promote neighborliness and congeniality, and will make the community a place where Residents will be proud to live amid pleasant and attractive surroundings. Your cooperation and observance of these rules and regulations is greatly appreciated.

### 1. OBLIGATIONS FOR OCCUPANCY

2. The applicant and all occupants 18 years of age or older shall each provide a non-refundable application fee and each complete the Application for Residency for a credit/background check of which must be approved by the Management Company prior to occupancy of the premises. The Management Company reserves the right to approve or disapprove the Application for Residency based upon character or credit references and to refuse admittance to anyone whose home is not considered acceptable in appearance or condition. The applicant shall make no materials misstatements of fact in the Application for Residency. Misstatements of facts could result in the application being turned down or occupancy being terminated.
3. The applicant shall register with the Management Company before commencing occupancy of the premises. One family per home is allowed, and the Management Company needs to know all residents who are living in the home. Any added occupancy must be approved, and if over 18 years of age, an Application for Residency must be completed prior to occupancy. Rent is payable by mail to: Mountain View Mobile Home Park, P.O. Box 1455, Oneonta, New York 13820. All rents are due on the 1<sup>st</sup> of every month. If the rent is paid or received in the Management Company's office after the 10<sup>th</sup> of the month, then a 5% late charge will be due. If paying by mail adequate mailing time must be allowed to ensure that rent is received in the Management Company's office by the 10<sup>th</sup> of the month. A fee will be charged as per the Schedule of Fees for check that are returned unpaid for any reason. In the event two (2) "returned checks" service fees are assessed to your account then all future payments of any nature must be made by cash, certified check or money order.
4. The applicant shall provide a security deposit prior to commencing occupancy on the premises. The security deposit will be deposited in an interest bearing escrow account at a banking institution. If the resident surrenders the premises in a neat, clean and orderly condition and if the resident is not in default of any other provisions of the lease, the security deposit and any interest accumulated would be returned by mail to the address provided by the resident within thirty (30) days after the resident's tenancy ends.

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5. A one year lease shall be offered to the applicant and the applicant may enter such a lease if the applicant so desires. Also, the community rules and regulations plus the schedule of fees shall be given (or mailed) to the applicant. We ask that the acknowledgment be signed and returned to the Management Company.
6. If the applicant's home is accepted into the community with its hitch and running gear, including axles, wheels and tired, this equipment shall not be removed from the site and ideally shall be stored under the home.
7. The resident shall contact the Management Company if the resident cannot pay the rent on time; otherwise the Management Company shall have the resident served with a thirty-day notice for nonpayment of rent. If it becomes necessary to serve a thirty-day notice, additional charges will apply as per Schedule of Fees.
8. All bills for maintenance and repairs shall be paid by resident within thirty days, unless specific credit arrangements are expressly made in advance with the Management Company. A service charge of one and one-half percent (1.5%) per month will be imposed on all delinquent accounts for maintenance and repairs. Annual percentage rate is eighteen percent (18%).
9. Homes may not be rented, subleased, loaned or used by anyone for any purpose other than that granted in the original lease for space, except with the written permission on the Management Company. The tenant shall not have more than one rental home within the community. Residents are not permitted to sell a home with Premises of occupancy unless the new party is approved by the Management Company and agrees to all Rules and Regulations.

## HOME SITES AND SET-UP

1. All homes placed in Mountain View Mobile Home Park must be installed by a New York State certified installer or retailer and be in compliance with the community set up requirements.
  1. The resident shall obtain permission from the Management Company prior to erecting any type of construction or replacing any current construction: (examples: storage shed, awning, deck, steps, enclosure, carport, flag pole). It is the resident's responsibility to obtain all necessary permits from the Town to ensure that the construction meets all Town ordinances. The materials used must be of manufactured quality with blue prints or drawings approved by the Management Company. All deck bottoms must be enclosed. The location of said installation must be approved by the Management Company.
    - a) Shed and step requirements are as follows:
      1. Only 1 shed per site. Sheds may be no larger than a maximum of 144 sq. feet.

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2. All steps erected or constructed must be of proper height, and cannot be raised to proper height by the use of blocks or platform. All steps must have a top landing of at least 36 inches in depth and shall be two inches wider than the doors on both sides. Steps are required to have a handrail on all open sides with balusters spaced no wider than 4 inches apart and 6 inch spheres. Steps are required at all doors.
  - b) Enclosure, patio room, and three season rooms requirements are as follows: construction of these rooms, are to conform to rule a. The resident shall not make use of this style of room as habitable space. Habitable space is defined as sleeping or living area.
  - c) Each manufactured home owner shall be required to enclose the bottom portions of the home with skirting within 30 days after arrival in the community. The skirting shall be ventilated and compatible with the manufactured home.
  - d) All persons performing services or construction work within the community must have the proper insurance forms on file with the Management Company prior to work commencing,
- 2.
3. The resident shall maintain their home and any storage shed, railings, oil tank, skirting, awning, carport, enclosure, or other outside construction on the premises in good condition; clean and neat; and paint them when necessary. The Management Company reserves the right to require the resident to repair or replace to correct violation on said premises within the timeframe outlined in writing by the Management Company. If the resident fails to correct the violation, then the Management Company may correct at the Resident's expense pursuant to the Schedule of Fees.
4. No fences are to be built in the community without prior approval from the Management Company. The resident shall not excavate or drive stakes or posts without permission from the Management Company. The resident shall be liable for any damage to the underground utilities if the resident fails to obtain permission from the Management Company before the resident excavates or drives stakes or posts on the premises.
5. The resident shall not plant a garden without permission from the Management Company. Maximum of 10' x 10' allowed.
6. The resident shall keep the lawn of the premises mowed and trimmed. If the resident fails to mow and trim the lawn within three (3) days notice from the Management Company, the Management Company may mow and trim the lawn at the resident's expense pursuant to the Schedule of Fees.
7. The resident shall not plant or remove any shrubs or trees on the premises without permission from the Management Company. The resident should water all shrubs and trees on the premises occasionally, and should water newly-planted shrubs and

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- trees daily. The resident must trim the shrubs when necessary. All trees shall be trimmed by the Management Company.
8. The resident shall not use the patio or patio room of the premises for storage, except that the resident may store patio furniture on the patio and inside the patio room. The resident shall not place any storage facilities such as cabinets or storage sheds on the patio.
  9. The resident shall not use rock salt or table salt on the concrete patio or sidewalk of the premises. The Management Company recommends calcium chloride.
  10. The resident shall place any fuel tanks used or stored on the premises at the rear of the home, unless the Management Company approves of another location. The fuel tanks shall be installed in accordance with the governing standards and regulations. Tanks must be kept painted and free of rust. The oil tank vent shall be at least one and one-fourth inches in diameter. Oil tank must be examined bi-monthly. The Management Company strongly suggests replacement of all oil tanks that are more than 10 years old to avoid potential oil spills.
  11. Residents must pay for their own utilities. The resident 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 Management Company. The resident shall be responsible for the following utilities connections:
    - a) Water: from ground level to the home.
    - b) Sewer: from ground level to the home, with a clean out.
    - c) Electric; Telephone; Cable and Gas: from the main connection to the home.
  12. Only the Management Company and/or authorized representatives are authorized to work on the utility hook-ups below ground level and service lines that connect the home to the utility source.
  13. The Resident may install one satellite dish per home. The satellite dish must be installed on the resident's home or an approved location on the premises, and have a diameter of no more than 20". Permission is
  14. The Resident shall not store firewood on the premises without permission from the Management Company. Any firewood must be stacked neatly at the rear of the home under cover or in a utility building on the premises. No firewood which is larger than 16" shall be stored on the Premises by the resident, and the resident shall store no more than one cord of firewood on the premises. No wooden crates, boxes, dumped piles of scrap wood or lumber are allowed on the premises at any time.
  15. Open fires are not permitted at any time, except for outside barbecuing. Burning trash or rubbish is prohibited.

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16. Portable kerosene heaters are prohibited in manufactured homes as per section 7-1.9 of the New York State Sanitary Code.
17. The resident 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. The resident shall disclose to the Management Company all proposed uses of hazardous substances in the community. The resident shall permit periodic environmental inspections on the premises with reasonable notice by the Management Company. Gas and oil containers must be stored in shed.
18. The resident shall not release any hazardous substances in the community. The resident shall immediately notify the Management Company if any hazardous substance is released in the community and shall be responsible for the costs and damages to the environment for released or threatened release of a hazardous substance in the community and this responsibility shall survive the lease.
19. The resident may install a clothes line provided it is of the umbrella-type which shall be installed at the rear area of the home.
20. Snow removal on community streets would be the responsibility of the Management Company. Snow removal from driveways, sidewalks, and patios are the resident's responsibility.
21. Swimming pools, kiddies' wading pools, hot tubs, and lawn sprinklers are not allowed.
22. The resident shall place any properly secured swing set or other play equipment at the rear of the home and must obtain permission by the Management Company before installing a swing set on the premises.
23. The Management Company reserves the right to enter any lot at any time.

## REFUSE

1. The resident shall provide adequate trash cans to hold all trash and garbage. All refuse and garbage shall be stored in washable, leak-proof, non-absorbent, rust and corrosion-resistant containers of adequate number with tight fitting lids. Trash containers shall be kept clean and free from offensive odors. Fiber drums, boxes and bags are not acceptable as refuse containers. The resident 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 resident shall set trash cans by the road edge in front of the resident's home, not blocked by vehicles, only on the day the trash is picked up. Trash cans must be returned to the rear of the home by the resident the same day after the trash is picked up.

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2. The resident shall not dispose of things that are not normal weekly garbage: (example: oil, gasoline or other petroleum products, household cleaning supplies, paint, driveway sealer, tires, rims) or any other hazardous waste anywhere on community property or in the weekly trash pickup. These items must be returned to appropriate recycling centers. Failure to comply could be cause for loss of weekly trash
3. The resident must arrange and pay for the trash collector to pick up anything not taken with normal weekly trash collection (example: furniture, appliances, etc.). This must be done in a timely fashion.
4. Any items not hauled by the trash collector from the premises when left by the resident shall be removed by the Management Company at the resident's expense pursuant to the Schedule of Fees.
5. The resident, upon prior written approval of the Management Company, may install a two-can metal or vinyl garbage cabinet behind the home on the premises.

## WATER AND SANITATION

1. The resident shall use water wisely. Waste of water (leaving faucets on during the winter months, excessive car washing, un-repaired leaks, etc.) has an effect on rent.
2. The Management Company may shut off water service to the premises if repairs are necessary.
3. The resident shall not permit washing on nonresidents vehicles.
4. Each resident is responsible for keeping the water and sewer connections from freezing from ground level up by the use of a UL Listed operating heat tape over the entire length of the water line. All water lines from the community supply to the home must be heat taped and insulated from November 1<sup>st</sup> to April 15<sup>th</sup>. The resident shall be responsible for any repairs or maintenance required as a result of the resident's failure to comply with this provision.
5. All homes must have a check valve installed on the water line between the Community lateral and the home. This is for the protection of the homeowner in the event that the community water supply has to be shut down. The check valve not allows the water to drain out of the home. All present residents of the community are asked to cooperate by having a check valve installed. The immediate installation of a check valve will be mandatory for all new homes entering the community. All homes are also required to have a water shut-off valve installed on the home's water service line.

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6. The resident shall not dispose of sanitary napkins, tampons, dog or cat food, cat litter, disposable diapers or garbage by means of the toilet. The resident is responsible for maintaining the sewer line from the premises to the Management Company's connection. The resident shall not dispose of hazardous substances into any storm drains or sanitary sewers. The resident shall be responsible for any repairs or maintenance required as a result of the resident's failure to comply with this provision.

## EMERGENCY SERVICE

- In case of a community emergency or dangerous situation that compromises the safety of the residents and/or the property, call Community Management directly at (607) 432-0250.

**Please note this emergency contact does not supersede the need for 911 for life threatening emergencies!**

## PETS

1. Only one dog (maximum of 20 lbs.) or one inside cat will be allowed per household. The dog or cat should not be allowed to roam at large or to commit and nuisance within the limits of the Community. The owner will be asked to remove their pet from the community if complaints are received. Pet(s) must be approved by the Management Company prior to being allowed into the community.
  - a. Cats must be:
    1. Current on all vaccinations and provided upon request from the Management Company.
    2. On a leash when outdoors and not tied outdoors unattended.
  - b. Dogs must be:
    1. Registered at the Town Clerk's Office and a dog tag obtained.
    2. Current on all vaccinations.
    3. Be able to provide proof of valid vaccinations and dog license.
    4. On a leash when outdoors and not tied outdoors unattended.
    5. Housed inside owner's house- no dog houses or runs allowed.
  - c. Additionally:
    1. Dog fecal matter must be cleaned up immediately when walking dog and at least daily from your yard.
    2. Guests shall not bring their pets into the community.
    3. Pet sitting of any kind is not permitted.
  
4. Any pet (dog or cat) that is found outside running loose may be picked up by the animal control officer.
5. All animals must be spayed or neutered.

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## MOTOR VEHICLES

1. The resident, and the resident's household, friends and guests shall obey all vehicle and traffic laws within the community.
2. The resident shall not permit unregistered, not inspected and/or unlicensed motor vehicles in the community.
3. The resident shall not permit any unlicensed person to operate a motor vehicle in the community.
4. The resident shall not operate or park a motor vehicle upon the community lawns and patios or permit their guests to do so. The resident shall not permit motorcycles to be parked on the patio or lawn of the premises; motorcycles should be parked in the driveway or shed. Motorcycles should be driven to and from the resident's own site and not around the community.
5. The resident shall not operate a motor vehicle within the community at a speed greater than fifteen (15) miles per hour. The resident shall be responsible for the conduct of the resident's family, additional occupants, friends and guests. Fast and reckless driving will not be tolerated. Persistent violation will be grounds for eviction in the interest of the safety and general welfare of the other residents. Visitors violating the speed limit will be denied the use of the community roads.
6. The resident shall park motor vehicles in the parking space provided on the premises unless the Management Company agrees otherwise. The resident shall have no more than two (2) vehicles per household.
7. The resident shall not block traffic within the community. If a motor vehicle interferes with snow removal in the Community, the motor vehicle will be towed at the expense of the owner or operator, without notice.
8. The resident shall not perform repairs upon any motor vehicle on the premises, except minor repairs to the resident's motor vehicle. The resident may not place a vehicle on jacks or blocks. No used oil or batteries are to be stored anywhere within the community.
9. The resident shall not permit large commercial vehicles on the premises except for deliveries. The resident shall not permit any trucks larger than one ton pickup truck on the premises. No dump trucks, tractor trailers, step vans, tow trucks, flat beds, etc. are allowed. See Community Director to determine if vehicle is acceptable.



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10. The resident shall not permit any unsightly motor vehicles on the premises. Vehicles that are not road worthy are not to be brought into the community or stored in the community.
11. Residents are permitted to store campers, utility trailers, and/or boats within the community that are licensed and operable.
12. No unlicensed vehicles (all-terrain vehicles, snowmobiles, dirt bikes, mini-bikes, go-carts or “razor style” motorized scooters) may be operated within the community.
13. Any person operating a motorcycle or bicycle in the community must wear a helmet as mandated by law and said motorcycle or bicycle must have an operating headlight and taillight.
14. Residents must correct vehicle violations within the timeframe outlined in the written violation to the resident from the Management Company. If this request is not complied within the timeframe allotted, the Management Company shall have the right to remove such vehicle at the Resident's expense.

## HOME SALES and MOVE OUTS

1. Resident shall give the Management Company a written notice of his or her intentions to sell Resident's home at least twenty days prior to being put up for sale. Upon receipt of the notice, the Management Company will inspect the Resident's home to determine whether it may remain in the community after it is sold by the resident.
2. The resident may display only one professionally printed For Sale sign not to exceed 2 foot by 3 foot in size. The sign must be placed in a window if available. If a window is not available the sign may be placed in front of the home. The sign must be approved by the Management Company.
3. If the home is to remain in the Community after the Resident sells the home, all potential purchasers of the Resident's home must be approved by the Management Company.
4. The resident shall provide the Management Company with a written notice thirty-day notice that the Resident is vacating or surrendering the Premises, unless modified by the Lease. This notice must be provided on or before the first 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 Resident's home leaves the home site, the tenancy shall end. The resident shall also notify the Management Company the day the resident vacates or surrenders the premises and must provide the Management Company with a forwarding address. Any and all outstanding accounts must be paid in full before removal of any manufactured home from the community will be allowed and/or transfer of ownership is completed.
5. Residents must provide an additional notice to the Management Company 24 hours before a manufactured home is physically removed from a site. The resident shall not

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permit the transporter to remove a home from the home site until the transporter has checked with the Management Company to determine whether the resident's bills are satisfied fully and that the premises are in a neat, clean and orderly condition. The resident shall have the home removed only between the hours of 8:00 a.m. And 5:00 p.m., excluding Saturdays, Sundays and legal holidays.

6. Any items left on a lot more than seven (7) days after Resident has moved and vacated said lot shall be deemed abandoned.

## MISCELLANEOUS

1. Homes shall be used for residential purposes only. No peddling, door-to-door soliciting or commercial enterpriser is allowed in the Community. No yard sales will be permitted in the community without the permission of the Management Company. The only solicitors permitted in the Community are Boy Scouts, Girl Scouts and 4-H.
2. Commercial enterprises (i.e. a home day care business) are not allowed in the community unless given written permission from the Management Company.
3. The resident shall not use or occupy the premises in an objectionable manner which is unwarranted, unreasonable, or unlawful, to the annoyance, inconvenience, discomfort or damage of another. The resident shall be responsible for the conduct of the resident's household, friends and guests.
4. The resident shall not use or occupy the premises for an illegal purpose. Illegal drugs will not be permitted in the Community. Any resident or member of the resident's household who is hereafter convicted of the use, possession, or sale of narcotics, whether the act or acts are committed within or outside the community, shall be subject to an eviction.
5. The resident should maintain a homeowner's and liability insurance for the resident's use and occupancy of the premises.
6. All homes must have permanent 3 inches tall numbers posted at the front with the number visible by the public from the adjoining street and not obstructed from view in anyway.
7. All homes shall be equipped with at least one (1) five (5) pound fire extinguisher, properly charged, and properly inspected. This fire extinguisher must bear the Underwriters' Laboratory classification "1-A: 10-B: C" and must be a multipurpose fire extinguisher.
8. If the home is substantially damaged by fire or other cause beyond economic repair, the homeowner must immediately remove it or allow the Management Company to do so at the homeowner's expense.
9. The resident shall not permit the Resident's children to travel through the community without proper supervision.
10. The premises leased by the resident shall be the play area of the resident's household, friends, and guests.
11. The resident shall not permit the resident's household, friends, and guests to travel across other resident's lawns.

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12. The resident shall not permit household, friends, and guests in the area of the Community storage buildings, vacant sites or any of the buildings owned by the community.
13. The Management Company reserves the right to enter any lot at any time.

## GENERAL POLICIES

1. If the resident has a written complaint for the Management Company, the resident must sign the complaint. If the resident has an oral complaint for the Management Company, communicated by telephone, the resident must identify themselves when making the complaint.
2. The resident shall use the premises at the resident's risk. The resident will be responsible for any damage caused by the resident's household, friends and guests.
3. A one-year lease shall be offered to residents in good standing and the residents may enter into a lease if the resident so desires. The lease must be executed and received in our office within thirty (30) days of receipt.
4. Overnight guests who will be entertained for a period of longer than (30) days will be considered permanent and must apply for residency.
5. If the resident is moving to other premises within the community, the resident must complete a new application for residency and submit it to the Management Company. The resident shall deposit any additional security deposits with the Management Company prior to such move.
6. The Management Company assumes no liability for damage done should utilities be turned off.
7. Typically, the Resident will be given ten (10) days to correct a violation of Community Rules and regulations after receiving written notice. If the resident fails to correct said violation, the resident may be subject to a violation fee and/or the resident may then be asked to vacate within thirty (30) days.
8. The resident shall notify the Management Company of any updated information, including the change of the following: name, occupancy, telephone number and/or pet. This information will be kept confidential.
9. The hours between 10pm and 8am shall be deemed quiet hours. All children under sixteen (16) years of age must be within their home by 10pm. The quiet hour period of 10pm to 8am shall be strictly observed to ensure the quiet enjoyment of the Community by all residents.
10. Loud parties and/or playing of loud music that is disturbing to others will not be permitted.
11. Bow and arrows, BB guns, pellet guns and air rifles are prohibited in the community. No firearms or fireworks of any kind may be discharged within the limits of the Community.
12. Verbal harassment or abuse of the Community Director, their family members, and/or employee, representative or agents of the Management Company will not be tolerated under any circumstances.
13. The Community Director, Owner and/or employee, representative or agent of the Management Company shall not be liable for any damage, inconvenience or injury which

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may be sustained by the resident or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, sewer or waste pipes, or the electrical or gas systems, or by reason of the elements; of resulting from the carelessness, negligence or the improper conduct on the part of any resident and/or any resident's agents, guests, licensees, invitees, assignees or successors; or attributed to any interference with, interruption of or failure, beyond the control of the owner or Management Company, or any services to be furnished or supplied by the Owner or the Management Company. Residents are urged to obtain the necessary insurance against these contingencies.

14. If the resident has any questions concerning these rules and regulations, please feel free to discuss them with the Community Director and/or the Management Company.

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## **Acknowledgement of Receipt of Rules and Regulations**

I hereby acknowledge the receipt of Mountaview Mobile Home Park's Rules and Regulations on this day, \_\_\_\_\_.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Recipient: \_\_\_\_\_