

Northway Estates

AN AGE RESTRICTED COMMUNITY
FOR PERSONS 55 AND OLDER

P.O. Box 2110
Malta, NY 12020

RULES AND REGULATIONS

(REVISED AS OF 3/24/08)

Date of implementation 7/1/08

Important Phone Numbers:

Emergency.....	911
Community Office.....	899-2526
Community Manager.....	857-7808
Saratoga Water.....	899-6001

I/we acknowledge receiving a full copy of these rules and regulations:

_____ date_____

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RULES AND REGULATIONS (REVISED AS OF 3/24/08 - Implemented 7/1/08)

**PLEASE READ ALL OF THE FOLLOWING RULES AND
REGULATIONS THOROUGHLY AND CAREFULLY.**

These rules and regulations are hereby incorporated in and made an integral part of the Northway Estates Lease. If you are a Tenant of Northway Estates and you are occupying your lot without a written lease and on a month-to-month basis, these Rules and Regulations shall be in effect independently and your month-to-month occupancy shall be subject to your ongoing and continued compliance with these Rules and Regulations.

Northway Estates will herein be referred to as the "Landlord," "we," "us," "our," "Community," "Park," and/or "Management;" the prospective Tenant will be referred to as the "Tenant," "resident," "applicant," "you" and/or "your," and the rented premises will be referred to as "site," "home site," and/or "lot."

RECEIVED 23 Pages:

Signed: _____

Date: _____

Signed: _____

Date: _____

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1. - WELCOME

The Management strives to make your existence in the Community as convenient and pleasant as possible. We have established high standards for the operation of Northway Estates to ensure the continuation of a fine, clean, well maintained, pleasant and wholesome environment in which to live. As you read these rules, please keep in mind that they are for your protection. The landlord has developed these Rules and Regulations in order to provide a better Community for all of the residents. Your compliance with these Rules and Regulations ensures a pleasant, carefree and civilized lifestyle. Violation of these Rules and Regulations shall be an event of default and shall give rise to the Landlord's right of termination of the Lease.

2. - ACCEPTANCE AND REGISTRATION

NORTHWAY ESTATES IS AN AGE RESTRICTED COMMUNITY AND THOSE APPLYING FOR OCCUPANCY MUST BE 55 YEARS OF AGE OR OLDER. ALL TENANTS AND/OR OCCUPANTS MUST BE 55 YEARS OF AGE OR OLDER. NO PERSON MAY RESIDE IN THE PARK UNLESS THAT PERSON IS 55 YEARS OF AGE OR OLDER. STRICT COMPLIANCE AND ADHERENCE TO THIS RULE SHALL BE ENFORCED AND VIOLATION OF THIS RULE WILL CONSTITUTE GROUNDS FOR EVICTION FROM THE PARK.

- (a) The applicant shall complete the Lease application, which must be approved by the Landlord prior to occupancy of the premises. The landlord reserves the right to approve or disapprove the applicant's Lease application 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 material misstatements of facts in the Lease application. Misstatements of fact(s) could result in the application being turned down or occupancy could be terminated.

BEFORE COMMENCING OCCUPANCY OF THE PREMISES:

- (b) The applicant must register with the Landlord the size, make and color of Tenant's mobile home.
- (c) Only one family per home is allowed and the applicant must inform the Management of the names and ages of the people who will occupy the home.
- (d) The Tenant must register with the Landlord the names of all guests staying in excess of seven (7) days.
- (e) Tenants shall register their motor vehicles upon arrival at the home

Northway Estates

An age restricted community for persons 55 and older

- park. (See further regulations under "Motor Vehicles.")
- (f) A one year (1 yr.) Lease shall be offered to the prospective Tenant/applicant and the prospective Tenant/applicant may enter such a Lease if the applicant so desires. An acknowledgement must be signed that a one year Lease has been offered and that the Community Rules and Regulations and the schedule of fees have been received by the applicant.
 - (g) Your home may not be rented, loaned or used by anyone for any purpose other than that granted in the original Lease for space, except with the written permission of Management. Residents are not permitted to sell or sublet a home with promises of occupancy unless and until the new party makes proper application, are approved by the Management and agree to all the Rules and Regulations of the Community.

3. - RENT AND LATE CHARGES AND ADDITIONAL RENT

The lot rent is due on the first day of each month in advance. If the lot rent is not received by the Landlord on or before the 10th day of any month, the Tenant shall pay an additional 5% late charge which shall be added to the rent as additional rent.

Any charges incurred by Management on behalf of the Tenant, pursuant to the schedule of fees, shall be deemed additional rent.

4. - PAYMENT OF RENT

Tenant shall pay the rent to D.S.B. REALTY CORP. at Northway Estates' Park Office, Rt. 9, Malta, New York 12020, or at the Clifton Park or Saratoga branch of the 1st National Bank of Scotia. If the rent is paid by check or money order, Tenant shall indicate the lot number on said check. If the Tenant fails to pay the rent, on time, the Landlord may serve the Tenant with a 30 day notice of non-payment and Tenant shall pay any additional costs of same.

5. - RETURNED CHECKS

If Tenant's rent check is returned by the bank for any reason, then and in that event, the Tenant shall be responsible for an additional return check charge of \$20.00. If such checks are returned on two occasions, Tenant shall submit all subsequent rental payments in the form of cash, cashier's check, money order or certified personal check.

Northway Estates

An age restricted community for persons 55 and older

6. - HOME, HOME SITE AND MAINTENANCE

- (a) The Tenant is responsible for the overall appearance of the home and the home site. The Tenant shall keep the premises neat, clean, orderly and free of litter or debris. No items are to be stored or left sitting outside of home unless they are in an enclosed storage shed. MOWING, TRIMMING, WEEDING, WATERING AND GENERAL CARE OF THE LAWN, SHRUBS AND DITCHES is the responsibility of the Tenant resident. If the home site is not maintained to Community standards and the Tenant fails to mow and trim the lawn within ten (10) days notice from the Landlord, the Landlord may, at its option, clean and maintain the premises at the Tenant's expense, pursuant to the schedule of fees, with a labor fee of \$75.00 per hour charged to the Tenant. Management will give ninety (90) days written notice of any required increase of the fees to be charged.
- (b) All awnings, stairs, Skirting, carports, storage sheds and patio rooms must be built to Park standards, and the location thereof must be approved by the Management in writing.
- (c) All signs will be prohibited except those pertaining to Tenant's name and lot number. Lot numbers must be properly posted and visible from the street.
- (d) You may use your home site solely for the residential living in an approved manufactured home. All homes must be installed by a NYSC Certified Installer or Retailer, according to the New York State "Manufactured Housing Advancement Act" Regulations, a copy of which can be obtained by calling the New York State Department of State at (518) 474-4073, or at the Community Office, or downloaded from the Department of State website.
- (e) Picket fences, out buildings, additions, mini satellite dishes and any other home site improvement may be constructed **only** with the advanced written approval of our Community Office. All approved additions must match the existing home, and be removable. Park Management reserves the right to approve exterior paint colors of the home, car port and/or shed(s). Exterior colors should be tasteful and conform to Community standards. The Tenant must obtain Management approval before erecting any storage shed, awning, deck, steps, enclosure, fence, flag pole, or other outside construction on the lot. The Tenant shall be responsible for obtaining necessary Town of Malta Building Department permits and all other municipal permits as required for any proposed improvements on the site.
- (f) Shed and step requirements are as follows: only one (1) shed per site, unless specific written approval is obtained from the Management. Sheds must conform to Community standards and a picture or drawing may be required by the Park Office prior to final approval.

Northway Estates

An age restricted community for persons 55 and older

Color should conform to that of the existing home. Should a building permit be required, it is the responsibility of the Tenant or Tenant's contractor to obtain it from the Town of Malta Building Department. All steps erected or constructed must be of proper height, and are required to have a handrail. Steps are required at all doors and are required to meet Town of Malta Building Code.

- (g) Any home brought into the Community must have a HUD seal and lapped vinyl siding, pitched shingled roof, detachable hitch and heated with gas or electricity. In addition, it must be equipped with smoke detectors and must be anchored to the ground with hurricane tie downs where required by law. Your home must be enclosed with manufactured vinyl T-Lok type skirting within thirty (30) days after being brought into the Community, upon resale or upon thirty (30) days written notice to replace existing skirting that is in disrepair. Skirting must be properly maintained at all times thereafter. Hitches are to be removed or enclosed with skirting.
- (h) Decks must be constructed with pressure-treated lumber and fully enclosed with lattice or vinyl skirting to match the existing skirting of the home. If an improvement must be moved (due to snow plowing, utility line repair or for any other reason), it must be moved at the Tenant's expense. Transmitting antennas, trampolines, outdoor fireplaces/bon fires are **prohibited**. All outdoor furniture is to be properly maintained and kept in a clean and orderly fashion. If you fail to properly maintain/mow your lawn, we have the option to mow your lawn and assess a fee which will be deemed as additional rent (see schedule of fees). Driving and parking on the lawns is prohibited. Trees may not be removed without the express written consent of the Community Office.
- (i) You may not operate any type of business or commercial establishment, wholesale, retail or professional. You may not use your home site for any purpose(s) that would cause our insurance premiums to be increased, or which would cause our insurance to be cancelled.
- (j) Due to the numerous buried electrical, water and sewer lines throughout the Park, no structures, fencing, or other digging projects shall be commenced or installed without first obtaining permission of the Management. It may be necessary for Park Management to contact underground locators. Any damage to underground Park utilities by unauthorized excavation will be charged to the Tenant.
- (k) You shall maintain your home, driveway, landscaping, shed, shed pad, patio area, steps and railings, skirting and deck in good condition and repair; the exterior shall be clean, neat, properly painted and free from rust.
- (l) The Tenant shall not remove any trees on premises without permission. It is the responsibility of the Tenant to maintain and

Northway Estates

An age restricted community for persons 55 and older

trim the shrubs when necessary. All trees shall be trimmed by the Landlord.

- (m) The Tenant shall maintain and keep the driveway in good condition. A good quality driveway sealer should be applied at least once every other year or sooner when needed to protect the driveway.
- (n) 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 or the Tenant's qualified contractor shall be responsible for the following utility connections:
 - (1) Water: You are responsible to see that heat tapes are placed on water lines and are in working condition in order to prevent freezing. You should wrap the water line with a UL listed operating heat tape running the entire length of the water line to the home. Most cases of freeze ups are caused by old or unplugged heat tapes. It is strongly recommended that before winter each year your heat tapes are checked by a professional.
 - (2) Sewer: from the top of the ground to the home.
 - (3) Gas lines: Gas supplier is responsible for gas bottles and regulators. Tenant is responsible for the gas lines.
 - (4) Cable: Tenant is responsible for cable.
- (o) The Tenant may install one (1) satellite dish per home.
- (p) Any firewood stored at the home must be stacked neatly on the premises. No wooden crates, boxes, dumped piles of scrap wood or lumber are allowed on the premises at any time.
- (q) Portable kerosene heaters are prohibited in manufactured homes as per section 7-1.9 of the New York State Sanitary Code.
- (r) 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. Gas and oil containers must be stored in a shed.
- (s) The Tenant shall not release any hazardous substance in the Community. The Tenant shall immediately notify the Landlord if any hazardous substance is released in the Community and shall be responsible for the costs and damages to the environment for the release or threatened release of hazardous substance in the Community and this responsibility shall survive the Lease.
- (t) Upon obtaining Management approval, the Tenant may enclose a car port and install a windbreaker between October 15th and April 15th. All materials used must be approved by the Community Management

Northway Estates

An age restricted community for persons 55 and older

and removed and stored by April 15th. Plastic sheeting is not allowed.

- (u) Clotheslines are not permitted.
- (v) Above ground pools will be approved on an individual basis. An insurance certificate will be required and an increase in your personal homeowner's liability will be mandatory. D.S.B. Realty Corp. must be listed as an "additional insured." If, in fact, a pool is approved, Management will inform you of the fence specifications as per the current town ordinances and insurance guidelines to be followed.
- (w) No swing sets or other play equipment are allowed in the Park.
- (x) All bills, submitted by the Landlord to the Tenant, for maintenance and/or repairs shall be paid by resident within thirty (30) days, unless specific credit arrangements are expressly made with the Landlord.
- (y) Sometimes it is necessary for the Maintenance Crew to put orange markers in various areas of the Community to identify specific locations of crucial lines, please do not remove these markers and if for some reason, you must, contact Park Management as soon as possible.
- (z) We reserve the right to locate and maintain, on, under and across the Lease space, such utility line facilities as may be necessary or convenient to serve you and the other Tenants in the Community, including water lines, television lines, sewer lines, gas tanks and other facilities as needed. Exercise by us of such reserved rights shall not unreasonably interfere with your use of Leased space. We also reserve the right to install and maintain traffic control signs, street signs or other signs we deem necessary and to decide their location. We also reserve the right to move your home, if such a move is necessary while making necessary repairs on the leased premises.

7. - MOTOR VEHICLES

- (a) You must park your vehicle in your driveway or designated parking areas. Parking is prohibited along the road or in the grass
- (b) For your safety, the speed limit within the Community is 10 M.P.H. You shall be responsible for the conduct of your family, friends and guests.
- (c) Pedestrians, bicycles and scooters have the right of way.
- (d) The resident and the resident's household, friends and guests shall obey all vehicle and traffic laws within the Community.
- (e) The resident shall not permit any unlicensed person to operate a motor vehicle in the Community.
- (f) The resident shall not block traffic within the Community. If a motor

Northway Estates

An age restricted community for persons 55 and older

vehicle interferes with snow removal or an emergency vehicle within the Community, the motor vehicle will be towed at the expense of the owner or operator, without notice.

- (g) No used oils or batteries are to be stored anywhere within the Community.
- (h) The resident shall not permit any unsightly motor vehicle(s) on the premises. Any vehicle that is unlicensed, inoperative or no longer in use must be removed from the Community. Vehicles that are not road-worthy are not to be brought into the Community or stored in the Community. If you are notified by Management to remove any such vehicle and you do not do so in a timely fashion, said vehicle may be removed by Management and you will be billed accordingly for any costs incurred thereby.
- (i) Vehicles may not be displayed for sale on the Landlord's property. Such vehicles must be parked in a storage area (check with Management).
- (j) You are only allowed to maintain a maximum of two (2) permanent vehicles per home site.
- (k) You shall not permit large commercial vehicles on the premises except for deliveries. The resident shall not permit any trucks larger than a three-quarter ton pick-up truck on the premises. No dump trucks, tractor trailers, step vans, tow trucks, flatbeds, etc. are allowed. See Community Manager to determine if a vehicle is acceptable.
- (l) Resident shall not store any recreational type vehicles, race cars, utility trailers, pick-up truck caps/campers or boats within the Community. Sadly, management notes that storage facilities are no longer available at Northway Travel Trailers and other arrangements for these vehicles must be made.

8. - BULLETIN BOARD

There is an enclosed bulletin board at the mailbox area and an area in the pavilion where all Tenants are welcome to post any notices, sales items, services for hire, etc.

9. - LEASE

Each and every Lease in our Community expires on the last day of June. Therefore, the first Lease you sign will, in most cases, exceed a one-year period and will be renewable on the first day of July every year thereafter. Only Tenants in good standing will be offered a new one-year Lease. The Lease must be executed at the Management Office within thirty (30) days of receipt. If a Tenant elects not to sign a new one-year Lease, then and in that event, the

Northway Estates

An age restricted community for persons 55 and older

Tenant will be a month-to-month Tenant. You agree that your Lease is automatically subject and subordinate to any renewal of any mortgage or mortgages now on the premises or any new mortgage or mortgages. You agree, upon the request, to sign any paper or papers which we may deem necessary to accomplish subordination of your Lease to any such mortgage(s).

10. - REFUSE AND SANITATION

EVERY RESIDENT HAS A RESPONSIBILITY TO HELP KEEP THE COMMUNITY NEAT AND CLEAN.

- (a) Tenants are responsible for raking and bagging leaves or other debris; these items are to be placed in the biodegradable bags provided by the Park. Tenants can retrieve bags from the Office or from the Park Maintenance Crew.
- (b) No burning of trash or other materials is allowed.
- (c) The residents shall provide adequate trash cans to hold all trash and garbage. All trash cans must have covers and shall be placed in an inconspicuous location. Animals are attracted to garbage bags; therefore, plastic garbage bags must be placed inside properly covered cans. Trash cans must be returned to the home by the resident the same day after the trash is picked up.
- (d) The resident must arrange and pay for the trash collector to pick up anything not taken with normal weekly trash collection, i.e. furniture, appliances, etc. This must be done in a timely fashion.
- (e) Any items not taken from the premises by the trash collector and not removed by the resident shall be removed by the Landlord at the resident's expense pursuant to the schedule of fees. Should you require additional pick-up or need special information, contact County Waste and Recycling Service at (518) 877-7007. Their address is P.O. Box 431 Clifton Park, NY 12065. See last item on recycling guidelines for additional pick-up information.
- (f) General garbage pick-up is on Friday mornings. Place cans at the end of your driveway. Recycling pick-up is every other week; a schedule is posted at the mailbox area. See the recycling guidelines attached hereto. We will keep you posted regarding changes as we receive notification. In some cases a dumpster at the home site is necessary and the Tenant may arrange for this service. However, the maximum amount of time a dumpster can remain at the site is thirty (30) days.
- (g) Tenants are asked NOT to throw stray sticks, lawn particles, branches, etc. into the woods. The resident shall tie or bag all brush, tree clippings, old flower plants, leaves and grass clippings for daily pick-up by Park Maintenance. Bags must be biodegradable, and are provided free of charge to you at the Park Office. Do not mix

Northway Estates

An age restricted community for persons 55 and older

with weekly trash.

- (h) Recycling boxes are no longer provided by the garbage company, any plastic type bin is acceptable. A list of acceptable recyclables can be obtained at the Community Office.
- (i) The resident shall not dispose of sanitary napkins, tampons, disposable diapers or garbage by means of the toilet. The resident is responsible for maintaining the sewer line from the premises to the Landlord'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.

Lots 1 through 53 are not on city sewer as these lots are on separate septic systems. Non-soluble items, as noted above, must NOT be flushed down the drain or toilet. Tenants will be held liable for blockage of these sewer lines caused by violation of this rule.

Lot 54 and all others are on city sewer, and therefore the Tenant is responsible for the sewer line running from the home to where it connects to the Community line. Each home has an individual line and therefore any stoppage in the line (other than from the underground tree roots or an underground break) is the responsibility of the Tenant. The Tenant will be billed at the rate of \$75.00 per hour for repairs necessitated by the Tenant's improper use of the septic lines.

It is strongly recommended you notify any guests, especially home health care workers, not to flush anything that may cause a problem.

11. - WATER/PUBLIC

Public water is supplied by Saratoga Water Services, Inc., P.O. Box 2109, Malta, NY 12020; (518) 899-6001. They are the agency responsible for the metering and billing of your water consumption. In the event you notice any water pooling in the vicinity of your water meter, please notify the Park Office immediately so we can check for a possible leak.

12. - RUN-OFF WATER

During heavy rainfall, water may accumulate on your lot. There is little we can do to rectify this occasional occurrence and the only remedy is to let nature take its course.

13. - POWER OUTAGES

Northway Estates

An age restricted community for persons 55 and older

On occasion, power outages may occur as a result of storms, accidents, or power company equipment malfunctions. Should you wish to obtain any information regarding power loss, please direct your phone calls to National Grid, 1-800-867-5222, rather than to Park personnel. Please note we have an emergency generator at the Clubhouse, which is automatically activated in the event of a power outage. You are welcome to go to the Clubhouse where heat, lights and electricity are available. Contact the Park Office should you need transportation to the Clubhouse.

14. - WINTERIZING/VACATIONS

Should you be leaving your home unattended for winter months and decide to have your home winterized, we cannot stress enough the importance of having it done by a qualified individual. It is strongly suggested that you do not leave your water shut off on when the home is vacant. It is in your best interest to check and inspect heat tapes, water lines, and insulation in preparation for winter.

15. - TREES

Management is very much opposed to removing live trees and we will not cut down a perfectly healthy tree because it poses an inconvenience. Should there be a tree that you feel presents a danger to your property or person, phone the Office and we will send someone to evaluate the situation and remove the tree if it is, in fact, determined to be a problem. Applicants should keep this in mind when choosing a lot.

16. - PETS

- (a) All pets must be approved by Management. Management reserves the right to refuse a pet for any reason whatsoever. Pets are not allowed to run free within the Park or to be left outside unattended. Any animals loose within the Community will be reported to the Animal Warden. When your animals are outside, they must be walked on a leash, adhering to the Town of Malta's Lease Ordinance. In addition, pet owners are asked to respect the properties of the other residents by picking up after their animals when walking them.
- (b) Raising or breeding of pets is not permitted, is forbidden and is strictly prohibited in the Park.

Northway Estates

An age restricted community for persons 55 and older

- (c) Management strongly discourages the feeding of feral cats.

17. - INSURANCE

Management recommends you obtain homeowner's insurance coverage for loss due to fire or other casualty including comprehensive personal liability in a minimum amount of \$100,000.00, and fire and extended coverage on your home in a minimum amount of \$5,000.00.

The Landlord assumes no liability for loss caused by fire, theft, accident or any other cause on or within the resident's lot. Tenants shall adequately insure their mobile home's contents and liability and supply the Office with a copy of a binder, if requested.

In case of fire to, at or on the property, the Tenant is responsible and liable for any costs of repairs and/or clean-up of the premises. Tenants are also responsible for any damage caused by the Tenant's household, friends and guests and/or pets.

We shall not be liable for any damage or injury to you or any other person or to property as a result of water, rain, snow, gas or electricity which may leak into or enter your home. We shall not be responsible for personal property damages resulting from relocation due to infrastructure repairs or construction. We shall not be liable for any damage or injury to you or any other person or to property as a result of any broken pipes, plumbing or electrical lines which are in or serve your home. We shall not be liable for any loss of property or injury to you or any other person which occurs as a result of any burglary, robbery, theft or other wrongdoing committed by any person. You shall hold us harmless and indemnify us for any losses or damage to property or injuries to persons caused by you, your family, agents, employees, guests, licensees and invitees, or resulting from the use and occupancy of your home, your leased site or the common facilities of the Community. This does not apply to any act of negligence by us provided that any claim for damages is reported to us within seventy-two (72) hours after its occurrence. You should maintain insurance coverage on your premises for any such losses.

If any damages are caused to our property or equipment in the Community by you or by your family, visitors or any of your agents, you shall be responsible for these damages. These damages shall be measured by the cost of restoration or replacement resulting from your acts. These damages shall be considered additional rent due ten (10) days after we have submitted our written demand to you for them. Our demand shall be accompanied by information setting forth the cost of repair or replacement. You are responsible for any damage to property, injury or loss that occurs to you, your family, invitees or guests for whatever reason.

Northway Estates

An age restricted community for persons 55 and older

18. - OFFICE HOURS AND COMPLAINTS

- (a) The Management Office hours are Monday through Friday from 9:00a.m. until 4:30p.m. Please try to make any non-emergency requests you may have of the Park Manager, during Office hours rather than after hours or on weekends.
- (b) For your convenience, we have provided you with several after-hours telephone numbers and, in the event of an emergency, do not hesitate to contact the Park Manager.
- (c) If you have a written complaint for the Landlord, you must sign the complaint. Legitimate, but not habitual, complaints should always be reported to Management.
- (d) You must identify yourself when telephoning Management with a verbal complaint.

19. - NOTICES

The name and address of the Landlord is:

D.S.B. Realty Corp., Northway Estates
P.O. Box 2110
Malta, NY 12020

- (a) Any notice to the Landlord should be sent to the above address by registered or certified mail.
- (b) If Landlord gives the Tenant any notice, bill or communication, it shall be deemed sufficiently given or rendered, if in writing and personally delivered to the Tenant or sent by ordinary mail addressed to the Tenant at the premises.
- (c) The Management Office is not a delivery or messenger service and it should not be asked to relay messages except in the event of an emergency.

20. - PAVILION/CLUBHOUSE

All Tenants are welcome to enjoy that pavilion year round. Guests are also welcome, but only when accompanied by the Park resident(s). Should you want to reserve the pavilion for a private special event, please contact the Park Office with a proposed date. The Office will then supply you with particulars concerning the use of the pavilion.

21. - MISCELLANEOUS

Northway Estates

An age restricted community for persons 55 and older

- (a) The residents shall not permit any soliciting within the Community, without the Landlord' prior written approval. The resident should notify the Landlord about any unauthorized solicitors.
- (b) The residents 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.
- (c) The residents shall not use of occupy the premises for an illegal purpose.
- (d) The resident shall not permit the resident's household, friends or guests to travel across other resident's lawns.
- (e) The resident shall not permit the resident's household, friends and guests in the area of the sewer treatment plant, Community storage buildings or vacant sites.
- (f) Be considerate of your neighbors with regard to the noise level.
- (g) If the resident is moving to other premises within the Community, the resident must complete a new Lease application and submit it to the Landlord. Upon receiving approval thereof a new lease agreement will be offered.
- (h) If the resident will be leaving the premises for an extended time, the resident is encouraged to notify the Landlord and provide an emergency contact number in the event of an emergency.
- (i) Management assumes no liability for damage done should utilities be turned off.
- (j) The resident will be given ten (10) days to correct violation of Community rules after receiving written notice. If resident fails to correct said violation, resident will then be asked to vacate within thirty (30) days.
- (k) The resident shall notify the Community Management of any change of occupancy.
- (l) The resident'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.
- (m) If the resident has any questions concerning these Rules and Regulations, please feel free to discuss them with the Landlord.

22. - EMERGENCIES/ACCESS

If you have called for fire, police or ambulance assistance, you must notify the Management as soon as you are able. In case of any emergency, the Landlord may enter the premises without the Tenant's or occupant's prior consent. In all other cases, Landlord may enter Tenant's home at a reasonable hour on reasonable notice.

Northway Estates

An age restricted community for persons 55 and older

23. - GUESTS

Tenants are responsible for their guests' actions, and therefore should see that guests are also aware of the Park Rules and Regulations. Roomers or boarders are not considered guests, and are not permitted. Large groups or mass gatherings are not permitted unless Management approves. Tenants must not allow any guest(s) to stay in excess of two weeks.

24. - LOT LINES/RIGHT OF ENTRY

The lot lines generally run mid-way between your home and your neighbor's home. There are no specific boundaries to your lot. A spirit of cooperation is requested.

For the protection of all residents of the Community, you agree that we and our agents, employees or other representatives shall have the right to enter into and upon the leased space or manufactured home during reasonable hours for the purpose of repairs, maintenance and inspection. However, this clause shall not be construed to create an obligation on our part to make inspection or repairs. Except in the event of an emergency, we shall give advance notice of our intention to enter the manufactured home for repairs, maintenance or inspection.

25. - CHILDREN

Visiting children must be under adult supervision and must respect the properties and homes of other Tenants.

26. - UTILITIES

Tenants shall, at their own expense, provide the following utilities: electric, heat, phone, cable, and natural gas.

27. - EVICTION

Should we employ an attorney to enforce any of these rules or to gain possession of the rented home or home site, resident must pay us any actual attorney's fees and expenses, whether or not legal action is required. Resident further agrees to pay our actual attorney's fees and expenses in enforcing or collecting any judgment arising out of this residency which is not satisfied within ten (10) days from the date of entry of judgment. Community's attorney's fees, costs and disbursements are **additional rent** payable after

Northway Estates

An age restricted community for persons 55 and older

same are incurred or includable at our option, as additional damages in any legal action brought by us against resident.

If Tenant defaults in the payment of rent, additional rent or any part thereof, or if any default be made in the performance of any of the covenants contained in the Lease and these Rules and Regulations, the Landlord or representatives may re-enter the said Lease premises by summary proceeding or other legal means and remove the mobile home and persons therefrom, without being liable to prosecution therefore, and the Tenant shall pay, at the same time as the rent becomes payable under the terms hereof, a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original Lease without releasing the original Tenant from any liability, applying any monies collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency and shall be responsible for Landlord's cost of re-renting. Landlord costs shall include the cost of repair, decorations, broker's fees, attorney's fees, service of default notices, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages, and losses. In addition to eviction proceedings, the Landlord may institute and/or pursue any other legal remedy available to Landlord for the collection of unpaid monies or to acquire possession of the rented property. If the Landlord proceeds with an eviction action, Landlord shall have the right to have rent and any other monies due as well as reasonable attorney's fees, all of which are called "additional rent" and which must be paid by Tenant, plus in addition thereto, all actual costs expended by Landlord in connection with collection, including court costs, process server fees and filing fees. The attorney's fees and costs incurred in any such proceeding are deemed "additional rent." Tenant waives all rights to return to the premises after possession is given to the Landlord by a court.

28. - MAIL/PARCEL DELIVERY/LOT NUMBERS

Mail is delivered to your assigned mailbox. Mailboxes are provided by the Post Office. The Office of Northway Estates will issue you mailbox keys; please take special care not to lose these keys, as the entire mailbox lock will have to be replaced if they are lost. The Tenant may be charged a \$20.00 fee to have the lock replaced. If there is a change in this, or any other fee, Community Management will provide ninety (90) days written notice. It is imperative that you include your lot number in your address. All residents are required to put their lot number on their home. Numbers are available at stationary or hardware stores. Reflective numbers are suggested because they enable

Northway Estates

An age restricted community for persons 55 and older

emergency personnel, delivery persons or your guests to locate your home more readily.

29. - SALES AND MOVING FROM PREMISES

- (a) The residents shall give the Landlord twenty (20) days written notice of his or her intention to sell resident's home prior to listing the home for sale.
- (b) The prospective new owner/Tenant must then complete, sign and submit an application for residency to us so that we can exercise our right of approval or disapproval.
- (c) The resident may display only one professionally printed For Sale sign not to exceed 2' X 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.
- (d) Where certificates of occupancy are required by the municipality, they must be obtained prior to occupancy by the new owner/Tenants.
- (e) Tenants must notify Management one month in advance of their intention to leave the Community. Tenant is responsible for the payment of rent until the mobile home is removed from the Community. The removal of your home must be done by a party that is properly licensed and insured to perform this type of work. Upon completion of such removal, your site must be left in a clean, trash-free condition with all sheds, additions and personal property removed from the Community.
- (f) The resident shall not permit any transporter to remove a home from the home site until the transporter has checked at the Office to determine whether the resident's bills are satisfied fully and that the Management is satisfied that the premises are in a neat, clean, orderly, condition, free of debris, trash, discarded articles, rubbish and unused items. The resident shall inform the transporter about this obligation. The resident shall have the home removed only between the hours of 8:00a.m. and 5:00p.m., excluding Saturdays, Sundays and legal holidays. Tenant must give the Office at least two days prior notice of the proposed removal. Tenant must leave a forwarding address with the Park Office.
- (g) There will be a one-time application/site preparation fee on a pre-owned home already situated in the Community. This fee will not exceed \$250.00. See the itemized check sheet for additional information.

30. - NEIGHBORHOOD WATCH/LOCAL LAWS & ORDINANCES

Northway Estates

An age restricted community for persons 55 and older

Residents are asked to help us police the property. No matter what time of the day or night, please immediately report any suspicious behavior to Management or the authorities. The Tenants have formed a "telephone tree" to notify people in the event of an emergency. Tenants are responsible for complying with all applicable laws, ordinances, and regulations of the City, Town, County and State.

31. - TENANTS ORGANIZATION (NORTHWAY ESTATES ASSOCIATED TENANTS)

This is a social group formed by our Tenants. If you would like additional information on the organization, contact the Office and we will refer you to the Tenant who heads N.E.A.T.

32. - SNOW REMOVAL

All roads within the Community are plowed by the Maintenance Crew of Northway Estates, however, snow removal of individual driveways is the sole responsibility of the Tenant. Residents may choose to clear their own driveway or hire a contractor. Please keep in mind, if any damage is done by a contractor you hire, you will be responsible for the cost of repair. This is especially important when hiring a person to plow, as hitting either a sewer or water line with a plow could cause SERIOUS damage, resulting in a very costly repair.

33. - SUBLETTING

Subletting or assignments may be permitted only if the Tenant strictly complies with the provisions of NYS Real Property Law Section 233.

34. - TAX EXEMPTION(S)/REAL ESTATE

You are urged to go to the Tax Assessor's Office at the Town of Malta Complex and apply for any and all of the various tax exemptions available. Should any exemption(s) be granted, we will reimburse you in the form of a rent credit, check, or combination of both after the tax bill are received and processed by the Park Office, in accordance of NYS Real Property law Section 233.

35. - FEES, CHARGES AND ASSESSMENTS

A schedule of fees, charges, assessments, and rental fees is attached to these

Northway Estates

An age restricted community for persons 55 and older

Rules and is made an integral part thereof. Please note, if there is any change in fees, you will be notified ninety (90) days in advance.

36. - SUMMARY

These Rules and Regulations are made and promulgated for the benefit of all the Tenants in the Community. We will continue to maintain our high standards without exception. Any violation of these Rules and Regulations by the Tenant will be considered a breach of the terms of the tenancy. We thank you in advance for your cooperation.

37. - SAVING CLAUSE

In the event that any provision or portion of these Rules and Regulations shall be determined to be unenforceable, the balance of such provision and all other provisions hereof shall continue to be in full force and effect.