

RULES AND REGULATIONS
Indian Village Mobile Home Community
419 Union Mills Rd, Broadalbin, NY
518-774-4181

A. General Rules

1. A prospective tenant, buyer or lessee must fill out an application and be approved before moving in. Applications may be obtained from Indian Village, LLC, PO Box 1296, Gloversville, NY 12078, www.heihomes.com. Management may disapprove any applicant whose home is not considered acceptable or whose credit references or character are questionable or whose co-inhabitants' character is questionable. Buyers will be held responsible for any back rent owed on the lot.
2. One family per home is allowed. A list of all residents living in applicant's mobile home shall be given at time of application. Additional residents must fill out an application and be approved by Management.
3. Current tenant information, including phone number, mailing address, email, list of residents, pets, employer, and vehicle information must be kept on file with Management. Tenants have 14 days to notify Management of any changes in information. **Tenants must fill out an update form every year.**
4. All rents are due and payable in advance on the first day of each month.
5. A tenant whose rent is received or postmarked after the 10th of the month shall pay a \$10.00 late fee.
6. A tenant whose check is returned for non-payment shall pay a \$30.00 returned check fee.
7. Rent shall be paid by owner of mobile home unless otherwise agreed upon by Management.
8. Management reserves the right to change the monthly rent or the rules and regulations in accordance with the laws of the State of New York as they exist or may be amended.
9. New tenants will be required to pay a security deposit equal to one month's rent on, or before, approval of application. Management will hold the security in a savings account at NBT Bank, Gloversville, NY.
10. Thirty (30) days notice in writing shall be given Management prior to tenant leaving the community or selling tenant's mobile home. Management will return the security deposit with applicable interest to the tenant at the end of tenancy if tenant does not owe any rent, the lot is in good condition except for normal wear and tear, and 30 days notice has been given in advance and in writing, of intention to vacate. No refunds of rent will be given. **Security deposit is not to be used as last month's rent.**
11. An individual or his agent may own no more than one home without Management's written consent.
12. No mobile homes shall be moved on or off lots without supervision of Management.
13. Tenants shall respect the other tenants' rights to the responsible enjoyment of their residency. Noise shall be kept to a minimum from 9 p.m. to 7 a.m. Lots are for use only by the tenant and his/her guest.
14. Homeowner's or Renter's insurance is required for all tenants in the community.
15. Tenants must adhere to local, state, and federal Laws including driving laws and code enforcement.

B. Vehicles and Roadways

1. Roadways are provided for access to, from and around the community. Tenants, their agents or guests shall drive only on roadways and designated parking areas.
2. No more than two vehicles are permitted per lot, unless otherwise agreed upon by Management. All vehicles must be registered with Management. Daytime guest parking is available in the Duplex lot on the west road. No overnight guest parking is permitted.
3. A speed limit of 5 miles per hour must be observed. Speed bumps are in use. Tenants are responsible for notifying guests of speed limit and speed bumps.
4. Vehicle fluid loss must be promptly repaired as it causes damage to the asphalt roads.
5. Operation of ATVs, dirt bikes, snowmobiles, mopeds, motorized scooters, and other motorized recreational vehicles is prohibited except for the express purpose of community entry and exit.
6. Travel trailers, boats, large trucks, equipment, unsightly, unregistered/unmoved, non-roadworthy or loud vehicles will not be allowed on resident's lot without Management's written consent. Any fines or expenses incurred for unregistered vehicles will be charged to the offending tenant.
7. Abandoned vehicles, trailers, boats, and recreational vehicles will be deemed community property and dealt with as Management sees fit.
8. All recreational vehicles must be stored/parked inconspicuously.
9. No tenant or guest shall park any vehicle upon the roadways overnight or at any time in such a way that obstructs traffic, fire or ambulance, prohibits plowing, or blocks other tenant's entry or exit from his or her lot.
10. No extended repairing of automobiles or other motor vehicles will be permitted in the community. Changing of brakes, tires, and other non-fluid repairs that take less than 2 hours will be allowed. Repairs to unregistered vehicles or vehicles belonging to those other than resident is prohibited.
11. Any offending vehicles will be towed at owner's expense.

C. Pets

1. No tenant may acquire or keep a pet without written consent of Management. No exotic or aggressive pets are allowed in the community. Pet sitting at any time is not permitted.
2. All outdoor pets must have collars, owner identification tags, required licenses, and must be treated for fleas and ticks from March through November.
3. Pets are not allowed to run loose throughout the community. Pets must be walked on leashes.
4. Outdoor feeding of animals including pets, strays, or wildlife is prohibited. Management will consider any animal fed by a tenant to be that tenant's pet. All rules pertaining to pets will apply.
5. Doghouses and animal pens are not permitted in the community. Animals shall not be tied out for periods longer than 15 minutes.
6. Owners must clean up after their pets.
7. Permission to keep pets may be revoked at any time.

D. Maintenance and Grounds

1. Exteriors of all mobile homes must present a neat and appealing appearance.
2. All mobile homes in the community must be properly skirted. Factory built skirting is required.
3. All refuse and debris must be picked up and disposed of on a regular basis. Garbage must be kept within plastic bags in tightly covered cans as out of sight as possible. Trash must be removed weekly. Allowing trash or garbage to accumulate on community property is prohibited.
4. Tenant shall not dispose of oil, gasoline, or other petroleum products, household cleaning supplies, kitchen grease, paint, driveway sealer, tires, rims, or any other hazardous waste anywhere on community property.
5. Tenant is responsible to properly cut and trim the lawn and remove brush and leaves. Management reserves the right upon 3 days written notice to mow unkempt lawns and charge a \$40 fee.
6. Tenant is responsible for snow and ice removal from walkways, decks, steps, porches, and driveways.
7. Outdoor burning of leaves, trash, brush, and anything other than firewood is prohibited. Outdoor burning is permitted only in Management approved fireplaces.
8. Anything that has to be stored must be placed in Management approved sheds or storage buildings or stored under the tenant's skirted mobile home. Personal items including toys, bikes, lawnmowers, furniture, appliances etc. are not allowed to accumulate in such a way that they create an eyesore. Any fines incurred for accumulation of such items will be charged to the tenant.
9. Outdoor storage of appliances is not permitted.
10. No tenant or his agent shall erect or place upon his lot, any building, porch, fence, awning, steps, masonry work or addition to any building without Management's written permission. Management reserves the right, upon ten days written notice to the tenant, to enter the premises to dismantle and remove any violation. Management shall not be liable for any loss or damage caused by removal.
11. Outbuildings may not be used as living places.
12. Tents may be erected and used for no more than 9 days.
13. Management reserves the right to remove items left in common areas.
14. Trampolines, pools, and basketball hoops are not permitted in the community without express written consent of management.
15. Tenant shall not permit resident's or visitor's children to travel through the community without proper supervision.
16. Tenant's lot shall be the play area of the Tenant's household and guests. Playing ball and riding bikes should be done on the play area provided by the community and not on the community road.
17. There shall be no trespassing on lots by residents or guests. Management reserves the right to enter or cross tenant's lot to make inspections, repairs, etc. as it deems necessary or desirable.
18. Only umbrella-type dryers are allowed for outdoor clothes drying and are to be placed in the most inconspicuous area of the lot.
19. Holiday decorations/lights may be displayed between 30 days before and 15 days after the holiday.
20. Because of underground and other utilities, tenants must consult the Management before removing trees and planting or digging of any nature. Any shrubbery planted by the tenant or cement or asphalt additions, etc. must remain, and become the property of the community when tenants move.
21. Damaging trees by trimming, cutting, placing hardware, etc. will not be permitted without consent of Management.
22. Tenant may display only one professionally printed For Sale or For Rent sign not to exceed 2' by 3' in size. The sign may only be displayed inside the front window of the mobile home unless otherwise agreed upon with Management. No other signs are permitted.
23. Management reserves the right to place lot numbers on the outside of each home.

E. Utilities

1. Clothes dryers cannot be vented under the home or anywhere but outdoors.
2. Satellite dishes are not permitted on roofs or within 50 feet of any road.
3. Water, sewer, electrical, oil, gas, cable, satellite, phone and internet exterior wiring must be run under the home and not visible from the outside. All connections must be satisfactory to Management and meet applicable codes.
4. Gas and oil tanks should be located at the rear of the mobile home or where Management directs. Fuel tanks must be placed a minimum of six inches off the ground on concrete blocks. The oil tank vent shall be at least one and one-fourth inches (1 ¼") min. diameter.
5. In order to prevent hazardous waste spills, tenants may not fill kerosene tanks by hand. Kerosene tanks must be filled by professional oil companies.
6. Tenant must adhere to all current and future local, state, federal codes and laws concerning fuel storage. Compliance is the responsibility of the homeowner. All costs of compliance will be the homeowners' responsibility.
7. Portable kerosene heaters are prohibited in mobile homes as per Section 7-1.9 of the New York State Sanitary Code.
8. Tenant shall not release any hazardous substance in the community. Tenant shall immediately notify Management if any hazardous substance is released in the community and shall be responsible for the costs and damages to the environment for release or threatened release of a hazardous substance in the community and this responsibility shall survive any lease.
9. Tenants are responsible for keeping and maintaining their electrical connections, sewer and water lines from the ground connections to the mobile homes.
10. Homeowners are responsible to obtain carbon monoxide detectors, smoke detectors, and fire extinguishers. Residents are required to check batteries and functionality for these items every six months and replace batteries if necessary or notify homeowners of malfunction.
11. Community water supply is for residential use only. Excessive use is strictly prohibited. If water service is interrupted for any reason, tenants must boil water for 24 hours after water service is restored.
12. Tenant is responsible for heating all elements of the water line to the frost line. Heating tapes must be installed and operational by October 15.
13. Unless directed by Management, Tenants shall not run water to prevent freezing of water lines.
14. When leaving the premises for an extended time, Tenant must notify Management so the water can be shut off. There is no fee for this service and it may prevent damage to the premises.
15. Disposal of items other than human waste and toilet tissue in the sewer system is prohibited. This includes but is not limited to: baby wipes, diapers, feminine products, etc. Tenant shall be responsible for any repairs or maintenance required as a result of Tenant's failure to comply with this provision at cost of parts plus \$40 per hour of labor.
16. Garbage disposals and other items that deposit food into the sewer system are prohibited.
17. Management reserves the right upon reasonable notice to enter tenant's home to inspect utilities. If broken utilities are not repaired within two weeks of detection, Management reserves the right to enter tenant's home and repair broken utilities when deemed necessary. Any repairs due to misuse will be charged to the tenant at cost of parts plus \$40 per hour of labor. Excessive water use due to broken pipes will result in water service disconnection until proper repairs are made.
18. Management assumes no liability for damages should utilities be turned off. It is suggested that homes have check valves on the main water supply line. Newly installed homes are required to have check valves.
19. No commercial enterprise involving stress on community utilities, increased traffic, noise, or disruption is permitted in the community without written consent of Management.

Violation of any of the foregoing rules and regulations by tenant, tenant's occupant or tenant's guest shall constitute grounds for an eviction notice to tenant. Waiver by Management of any violation of these rules and regulations shall not be deemed a waiver of any subsequent violation thereof.

The tenant expressly waives any claim or cause of action which he may now, or in the future, have against the landlord for damages for personal injuries or property damage to himself, members of his family, his guests, agents and employees. The tenant expressly covenants and agrees to hold harmless and indemnify the landlord from any and all liabilities for personal injuries and/or property damage incurred by the tenant, his agents, employees, guests or members of his family, except those caused by the active negligence or intentional acts of the landlord, his agents, and employees.

September 2018