

# New York Lease Terms and Rules

The following Lease Terms and Rules are in effect for all manufactured housing communities operated by CUBB Properties 1, LLC (CUBB) in the state of New York. These Lease Terms and Rules set the tone for mutual respect and understanding of others, in order to make our Communities a pleasant and wholesome environment in which to live.

The term “you” or “your” refers to the Tenant/Occupant. The term “we” refers to CUBB Properties 1 LLC

ALL NEW YORK STATE STATUTES AND RULES WITH RESPECT TO THE COMMUNITY, THE TENANTS, AND LANDLORD, AND THE USE AND OCCUPANCY OF THE COMMUNITY AND LEASED LOT ARE INCORPORATED HEREIN BY REFERENCE.

If you are occupying your lot without a written lease, these Lease Terms and Rules shall govern the terms of your occupancy of the lot.

## **1) Method of Rental Payments:**

You shall pay the rent by check or money order made out to CUBB Properties 1, LLC, and sent to PO BOX 693, SHELBURNE, VERMONT 05482 by mail. You shall not pay the rent in cash. If your name, address and LOT NUMBER are not printed on your rent check, you shall indicate your Community and LOT NUMBER on its upper left hand corner so that we may give you proper credit for your rent. You may also pay your rent using our Automated Debit Service (ACH).

We shall not send you any monthly bill or receipt for the rent. Your canceled check or bank statement shall be your receipt.

## **2) Bad Checks:**

If the bank returns a personal check unpaid, you shall be responsible for an additional returned check charge of \$20 for each time it is returned. If such checks are returned on two occasions, we may no longer accept your personal checks, and all subsequent rent payments by you shall be by cashier's checks, money orders or certified personal checks.

## **3) Security Deposit:**

If you have paid a security deposit, when you vacate the lot, we shall return the security deposit to you as required by law, so long as you have carried out all of the terms of the Lease Terms and Rules. In the event that you fail to pay the rent or any assessments or fail to carry out the other terms of this Lease Terms and Rules, we shall apply all or a portion of the security deposit for any of these purposes.

#### **4) Removal of Home by Resident:**

30 days advance written notice to CUBB is required before you physically remove your home from the Community.

The removal of your home, and the disconnection of water, sewer and electric connections must be done by a party that is properly licensed and insured to perform this type of work.

You may not remove your home unless you receive, and present to CUBB, a document from the town clerk stating that all taxes on the home have been paid.

Upon completion of such removal, your lot must be left in a clean, trash-free condition with all sheds, additions and personal property removed from the Community. Assuming that you have given us the proper notice and left your lot in clean condition, your obligation to pay rent shall terminate at the end of the month following the day on which you have vacated your lot. Assuming that your rent and/or any assessments have been paid through that month and you have otherwise fully complied with the terms of your Lease Terms and Rules, we shall refund your deposit as required by law.

#### **5) Home and Lot Maintenance:**

You are responsible for the cleanliness and maintenance of your home and lot. Your home, approved additions, porches, sheds, steps and fences must be properly maintained and painted at all times as required by CUBB. Repeated failure to maintain your home and lot will be cause for termination of your Lease and eviction from the Community.

At the termination of the lease, the Tenant will quit and surrender said premises in as good a state of condition as they were at the commencement of the lease, reasonable use and wear thereof and damage by the elements excepted.

#### **Home:**

The Tenant shall maintain their home in such a manner as not to be detrimental to any other Tenant, or to the operation of the Community for health, safety, or aesthetic reasons.

Tenant shall be responsible for the extermination in or under the home of any infestations of insects, rodents, vermin or other pests dangerous or obnoxious to the public health, or to the health of other Tenants, or the Community Upon failure of Tenant to remove any infestation, the CUBB shall have the right to enter upon the premises, at reasonable times to exterminate any type of infestations which in CUBB's determination is a threat to the health and welfare of the Tenant, the Community, and other Tenants. The Tenant will be billed for the cost/ expense for extermination, and for any other cost/expense reasonably related thereto. Such charges constitute additional rent and are due and payable within ten (10) days after presentment of the bill by CUBB to Tenant.

The home must be clearly identified with its 911 Address number.

All homes must be skirted with a skirting material approved by CUBB and shall remain skirted at all times. The skirting must be kept in good repair with no gaps or loose sections, and painted as necessary. New skirting, or skirting being completely replaced, shall be made of interlocking vinyl. Proper shirting is required to protect the water and sewer lines from cold weather/freezing.

If skirting is removed for any reason and not replaced within two weeks, CUBB may replace the skirting and the Tenant will be billed for such services. Such charges constitute additional rent and are due and payable within ten (10) days after presentment of the bill by CUBB to the Tenant.

Skirting must be properly maintained at all times thereafter. Hitches are to be removed or enclosed with skirting. Axles must remain with and be stored under the home.

New homes must have a HUD seal, lapped vinyl siding, pitched shingled roof, detachable hitch.

In addition, the new home must be equipped with water-saver toilets, and must be anchored to the ground with hurricane tie downs where required by law.

The new home must be enclosed with manufactured vinyl T-Lok type skirting within 30 days after being brought into the Community, upon resale, or upon 30 days written notice from CUBB to replace, or repair existing skirting that is in disrepair.

New home requirements may be modified for specific homes by CUBB in writing.

**Lot:**

Fences, outbuildings, sheds, additions to your home, satellite dishes and any other lot improvements may be constructed only with the advance written approval of CUBB.

No signs except address/name plates and approved For Sale signs are allowed.

All approved construction must match the appearance of the existing home and be removable. You shall also be responsible for obtaining all municipal permits required for any proposed improvements on your lot after you have obtained our approval for them. All new sheds must be lapped vinyl or Texture 111 sided to match your home with pitched shingled roof, or in the alternative, factory built of aluminum. Steel, chipboard and particleboard sided sheds are prohibited.

Decks, steps and ramps must be approved by CUBB and constructed with pressure treated lumber, fiberglass or metal and be fully enclosed with lattice or vinyl skirting to match the existing skirting on your home. If an improvement must be moved it must be moved at your own expense.

Only clotheslines of the umbrella type are permitted. Transmitting antennas, pools, trampolines, outdoor fireplaces/bonfires are prohibited.

If you have permission for a basketball hoop, it is to be kept in your driveway, not in the community roadways.

Firewood shall be cut and neatly stacked.

All outdoor furniture is to be properly maintained and kept in a clean and orderly fashion.

Any lawn on your lot must be mowed so that it does not exceed 4" high. Small trees and shrubs must be properly trimmed to ensure their health and good appearance. If you fail to properly maintain/mow your lawn, we have the option to mow your lawn and

charge you for it as additional rent. Driving and parking on the lawns is prohibited. Trees may not be removed or planted without the express written consent of CUBB. Nothing is to be attached or hung on trees or Community property without express written consent of CUBB.

No swimming pools are permitted with a capacity in excess of 100 gallons.

All personal property must be stored when not in use, either in or under the home or in an approved storage building or area. If the lot is not kept in good condition, CUBB may clean up the lot and the Tenant will be billed for such services. Such charges constitute additional rent and are due and payable within ten (10) days after presentment of the bill by CUBB to the Tenant.

Tenant shall not dig on the lot without CUBB's prior written approval. Any damage done to an underground utility by the Tenant shall be repaired at the Tenants expense and will be considered additional rent. Such rent is due and payable within ten (10) days after presentment of the bill by CUBB to Tenant.

### **Water, Sewer and Power:**

You are responsible for the proper maintenance of water and sewer lines between your home and the point of disconnect from the Community water and sewer lines. All water lines shall be properly heat taped. You are responsible for, and shall pay for as additional rent, any repairs/replacements to the Community water and sewer lines resulting from freeze ups, stoppages, leaks, breakage, or overflow of or from these lines caused by you. Running water to prevent freeze ups is strictly prohibited.

You are also responsible for maintaining, repairing and replacing the electrical line between your home and the point of disconnect from the Community system.

If you do not maintain, repair and/or replace water, sewer or electrical utility lines as required, CUBB shall have the right to do so. CUBB's cost for this work shall immediately become due and payable from you as additional rent.

Tenant shall be responsible for the expense of connecting and disconnecting all utility services to the Tenant's home. All of such work shall be performed by licensed or qualified personnel, approved by CUBB.

Tenant shall also be responsible for all maintenance and repairs to sewer, water and electric lines from the Tenant mobile home to the Community connection. CUBB must approve all repairs to water, sewer and electric line that are Tenant's responsibility before they are made.

### **Oil and Gas Storage Tanks:**

You shall replace any above ground oil or gas storage tank on your lot or used in conjunction with your home which shows any sign of wear, or leaks, or when such tank reaches the manufacturer's life expectancy, or if the tank does not comply with relevant state or federal regulations. Underground tanks are prohibited.

All new above ground tanks must conform with all state and federal regulations for above ground storage tanks with respect to size, construction, installation, corrosion protection, release detection systems, overfill protection and/or spill containment.

You shall indemnify and hold CUBB harmless from any liability for fees, costs or damages of any nature as a result of your use, possession, repair or replacement of any such tank.

You remain the owner of your fuel tanks and shall be responsible for their hook-up, maintenance and removal. You shall also be responsible for any gas hook-up, notwithstanding the fact that the gas company may own the gas tank itself.

You shall be responsible to keep all fuel tanks free from rust and leaks and they shall be properly painted and leveled.

It shall be your responsibility to clean up any ground that has been contaminated due to fuel tank leakage.

### **Trash:**

All trash must be placed in appropriate containers and stored near the rear of the home. In parks with door-to-door pick-up, trash containers shall be moved to the street only on collection days. Empty containers must be returned to storage area promptly after refuse pick-up. All Christmas trees must be disposed of by tenant/occupant no later than January 15th.

You must bring discarded furniture, appliances and other large items to the local dump. CUBB will charge you, as additional rent, for any costs incurred by CUBB to remove these items. If a recycling program is implemented, you are responsible for full compliance including the cost of any special containers that are required in conjunction with the recycling program.

Space around and under the home must be kept neat and free from rubbish. Abandoned, unused or rusting objects or other types of junk are not permitted on any lot.

### **Motor Vehicles:**

You must park your car/truck adjacent to your home in the space provided or in designated parking areas. No parking of cars or trucks on any lawns. Any extension of car or truck parking areas or curbing must be approved by CUBB in writing. In Communities where there are limited parking facilities, only two cars or trucks per household may be parked on the Community premises. Unlicensed or inoperative motor vehicles of any type are prohibited in the Community and the Lot, and are subject to towing/removal by CUBB at your expense.

Trucks larger than pickups ( $\frac{3}{4}$  ton), campers, boats, ATV's and snow-machines, commercial vehicles or equipment and trailers (referred to herein as " items") may not be kept in the Community / Lot unless they are kept in an area designated in writing by CUBB for such storage. The storage will only be for items approved by CUBB. The items must be operable at all times. Storage must be orderly, and the grass cut.

Loud motor vehicles and major mechanical repairs are prohibited. Minibikes, snowmobiles, dirt bikes and all terrain vehicles are to be stored in a shed and may not be ridden in the Community.

The speed limit in all Communities is 7 MPH unless posted otherwise. It is everyone's responsibility to drive safely. Watch out for children and caution your guests to obey the speed limit.

Damage to parking areas or the lot caused by leaking gas or oil from motor vehicles shall be repaired and paid for by the tenant/occupant.

### **Water and Sewer Use:**

Lawns may be watered for no more than thirty minutes with a hand held hose. Sprinkler systems are not permitted. Water use may be restricted during periods of drought.

Disposable diapers, paper towels, wet wipes, feminine sanitary products and similar products are not to be flushed down the toilet. Any sewer problems caused by these items or similar items will be billed to the tenant/occupant and due in full at the next rental payment date, and will be considered grounds for eviction from the Community.

### **Goods and Services**

Tenant shall not be restricted in the choice of vendors from whom they may purchase goods and services. This section shall not be construed to prohibit the CUBB from contracting with the Tenant for the sale, supply of distribution of goods and services, but such contract shall not be required as a condition of entrance to the Community.

CUBB may set standards for materials to be used or services to be performed by vendors, where such standards are necessary to protect the Community utilities, the health, safety, or welfare of the Tenant or other persons in the park, or are necessary to preserve or improve the physical appearance of the park. Vendors employed by the Tenant must observe the provisions of the Lease Terms and Rules.

### **6) Ownership and Occupancy of Home:**

You have represented to us that you are the owner of the home. Any transfer of the title to your home or change of occupancy to any other party without our prior written consent is prohibited and shall terminate your tenancy and be grounds for eviction.

Your home shall be occupied only for residential purposes by you and the persons whose names are on the Lease Cover Sheet. Children born of the current occupants shall be added to the lease.

Occupants not identified on the Lease Cover Sheet will be considered visitors. Visitors who will be staying more than 30 days must submit a Residency Application and be approved by CUBB. CUBB reserves the right to reject visitors who violate Federal, State or local laws, ordinances, or the terms of this Lease Terms and Rules. If you violate this provision, or if you use or permit your home or lot to be used for business purposes or any unlawful or illegal purpose or commit any illegal or unlawful act within the Community, your tenancy shall immediately end and you shall remove your home at once from the Community. Any change in lien holder or mailing address must be provided to the CUBB office in writing.



The home shall primarily be used for private residential purposes. However, with prior written approval from CUBB, the Tenant/Occupant may use a minor portion of the home for an occupation which is customary in residential areas and which use is clearly secondary to the use of the home for living purposes and does not change the character thereof or affect the operation of the Community for health, safety or aesthetic reasons. Said use must be in compliance with all appropriate ordinances, rules and regulations of any appropriate governmental authority.

#### **7) Sale or Subletting of Home:**

The sale or subletting of your home is permitted only with the advance written consent of CUBB. Only homes, which meet the physical and aesthetic standards of the Community, will be permitted to remain on the lot. In the event you wish to sell or sublet your home, you must notify CUBB by certified mail. The prospective new owner/tenant/occupant must then complete, sign and submit an application for residency to CUBB so that we can exercise our right of approval or disapproval. We shall have the right to interview the prospective new owner/tenant/occupant.

#### **8) Behavior:**

You are responsible for your behavior and the behavior of your guests/visitors. You may be evicted if you and/or your guests/visitors do not comply with the terms of the Lease and Rules.

Any complaints or communication made orally must be confirmed in writing to CUBB. Action by CUBB cannot be initiated without signed complaints.

Citizen band radios are permitted so long as they do not interfere with neighboring telephones, televisions, computers or stereos. Tenant/occupant must get CUBB's written permission for antennas.

The roadways and other areas of the Community not specifically leased to the tenant/occupant shall not be used for any other purpose other than ingress and egress from the Community.

All outside activity must be restricted to your own lot unless you have the permission of other residents and CUBB. Children are not to play near any service facility such as water, sewer or electric systems, mailbox area, etc.

Loud parties and loud noises are not allowed. Lawn mowers, power saws, and other noisy power equipment must not be used before 8:00 am or after sunset, except for snow removal. While loud noises are never permitted, between 10:00 P.M. and 8:00 A.M. shall be treated as very quiet hours.

No use or display of fireworks, firearms, BB guns, knives or other potentially dangerous devices are permitted.

Intoxication, exposed alcohol, disorderly conduct, profane language or behavior, loud singing or talking is not allowed.

No peddling, soliciting or other commercial business is permitted in the Community.

Open burning is prohibited.

Tenant shall be responsible for all repairs and expenses made necessary as a result of the negligent or improper use by the Tenant of the water, sewer and electric lines, roads, vegetation, signs, or any other Community property

**9) Animals: No dogs are allowed in the Community.**

Only animals identified on the Lease Cover Sheet, and Pet Addendum, and approved by CUBB are permitted in the Community.

- a. The animal shall not injure, frighten, or disturb the quiet enjoyment of other Tenant(s).
- b. No outside animal shelters of any kind are allowed on the leased lot or Community property.
- c. All animal waste will be promptly and sanitarily removed from the leased lot and disposed of by the Tenant(s).
- d. All animals shall always be on a hand held leash accompanied by the Tenant(s) when the animal is outside of the Tenant's home.
- e. The Tenant(s) shall always have physical control of the animal when it is outside of the home.

- f. Tenant(s) shall provide Landlord with a certificate from a licensed veterinarian indicating that the animal is healthy and has received all required vaccinations. Tenant(s) shall also provide Landlord with proof that the animal is properly licensed. Tenant shall also provide a photograph of the animal and its date of birth.
- g. Tenant(s) shall indemnify and hold the Landlord harmless from any costs, claims, damages, expenses or attorney's fees arising directly or indirectly, including consequential damages, as a result of any animal being in the Community contrary to the terms of the Lease Terms and Rules, or the Animal Lease Addendum.
- h. Tenant(s) is responsible for any damages to the Community and/or the lot caused by the animal. Upon vacating the Community all physical evidence of the animal shall be removed from the Community and/or the lot.
- i. Violation of any of the above conditions shall be grounds for termination of the lease. Tenant(s) can avoid termination of the Lease by removal of the animal from the Community, and otherwise comply with the Lease.
- j. Only animals approved by the Landlord to be in the Community may be in the Community.
- k. All animals in the Community prior to the execution of the Lease Terms and Rules must be identified in the Lease Coversheet, and be approved to continue to reside in the Community.

#### **10) Tenant/Occupant Responsibility for Damages:**

If any damages are caused to our property or equipment in the Community by you or by your family, visitors, guests or any of your agents, you shall be responsible for these damages. These damages shall be measured by the cost of repair or replacement of the property or equipment. These damages shall be considered additional rent due 10 days after we have submitted our written demand for payment. Our demand shall be accompanied by information setting forth the cost of repair or replacement. You are also responsible for, and shall indemnify CUBB from, any

damage to property, injury or loss that occurs to you, your family, invitees or guests for whatever reason.

#### **11) Landlord Not Liable for Damages:**

CUBB 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, electricity other manmade or natural elements, which may leak into or enter your home.

CUBB shall not be responsible for personal property damages resulting from relocation due to infrastructure repairs or construction.

CUBB 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.

CUBB 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 CUBB harmless and indemnify CUBB 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 lot or the common facilities of the Community. This does not apply to any act of negligence by CUBB, provided that any claim for damages is reported to CUBB within 72 hours after its occurrence.

CUBB has made no representations, written or oral, concerning the safety of the Community, or the effectiveness or operability of any security devices or security measures, if any. Furthermore, CUBB does not guarantee the safety or security of tenants, occupants or their guests or invitees against the criminal or wrongful acts of third parties. Each tenant, occupant, guest and invitee is responsible for protecting and insuring their own person and property.

#### **12) Eviction for Non Payment, Attorneys Fees and Additional Rent:**

If you fail to pay the rent and/or "additional rent" by the due date CUBB will give you written notice as required by law.

CUBB may sue you for the rent and additional rent and institute proceedings to evict you and your home from the premises or use any other legal remedy available to us, to collect the money or acquire possession of the lot.

If CUBB proceeds with any action to evict you, or to collect any amount due and owing from you, you agree to pay reasonable CUBB's attorneys' fees in connection with that action, plus all actual costs including, but not limited to, Court and Sheriff's fees expended by CUBB in connection with that collection or eviction action. The attorneys' fees and costs incurred in a collection action are also considered "additional rent".

### **13) Eviction for Other Violations of Lease Terms:**

If you, your guests/visitors, fail to carry out any of the other provisions of these Lease Terms and Rules, CUBB may give you written notice as required by law. If you fail to comply with our notice within the time so specified, CUBB may then commence proceedings to evict your home from the premises, and you shall continue to be liable to CUBB for any cost or losses CUBB incurs as a result of your failure to comply with these Lease Terms and Rules. These costs and losses shall include any reasonable attorneys' fees, Court and Sheriff's fees that CUBB incurs in connection with our action to enforce these Lease Terms and Rules.

### **14) Landlords Right to Entry.**

You agree that CUBB and our agents, employees or other representatives, shall have the right to enter into and upon the leased lot for the purpose of repairs, maintenance and inspection at all reasonable times.

### **15) Governmental Rules and Regulations.**

In addition to these Lease Terms and Rules you will also comply with all rules, regulations, ordinances and laws of the municipal, county, and state governments or public authorities and of all their departments, bureaus and subdivisions applicable to and affecting the leased lot and your home as well as their use and occupancy during the term of this lease.

### **16) Landlord's Reservation of Rights.**

CUBB reserves the right to locate and maintain, on, under and across the leased lot and your home, such utility line facilities as may be necessary or convenient to serve you, and other lots and homes in the Community including water lines, sewer lines, electrical lines and such facilities as needed. Exercise by CUBB of such reserved right shall not unreasonably interfere with your

use of leased lot and the home. CUBB also reserves the right to install and maintain traffic control signs, street signs, or other signs CUBB deems necessary and to decide their location. CUBB also reserves the right to move your home, if such a move is necessary while making necessary repairs or replacements of any CUBB property or utilities on the leased premises.

You agree that this Lease Terms and Rules are automatically subject and subordinate to any renewal of any mortgage or mortgages now on the Community, or any new mortgage or mortgages. You agree, upon CUBB's request, to sign any documents, which we may deem necessary to accomplish subordination.

#### **17) Notices.**

Any notice by either party to the other shall be in writing and shall be either delivered personally or mailed postage prepaid to you at your home in the Community, or to CUBB Properties 1, LLC, at 4281 Shelburne Road, Post Office Box 693, Shelburne, Vermont 05482.

#### **18) Amendments.**

CUBB may amend these Lease Terms and Rules from time to time on written notice to you.

#### **19) Saving Clause.**

In the event that any provision or portion thereof 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.

#### **20) Miscellaneous.**

This document contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this document. This document cannot be changed or supplemented orally. In the event that more than one person shall be or become the Tenant hereunder, then the obligations of the Tenant hereunder shall be deemed to be the joint and several obligation of each such person.

It is understood and agreed that time and strict performance of all of the terms and conditions herein, by the Tenant to be performed and reserved, shall be of the essence.

The terms and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their heirs, successors, assigns, and legal representatives. All of the obligations of CUBB may be performed, at CUBB's option, by CUBB's duly authorized agent or attorney.

TENANT acknowledges that they have read the foregoing Lease Terms and Rules and the attached Lease Cover Sheet, and that they understand and consent to all terms and conditions contained therein, thus agreeing to abide by them as conditions of this agreement.

CUBB Properties 1, LLC

By: \_\_\_\_\_  
Duly Authorized Agent                      Date

\_\_\_\_\_  
Tenant -                                      Date

\_\_\_\_\_  
Tenant -                                      Date

\_\_\_\_\_  
Co – Signer                                  Date

V 10 3/20/16