

Community Rules & Regulations

Marilla Country Village

A RESIDENT-OWNED MANUFACTURED HOME COMMUNITY

**Owned and operated by: Marilla Country Village, Inc. (a.k.a. Bush Gardens)
and referred to in this document as “the Community” or “the Cooperative.”**

Introduction:

To those who are new to Marilla Country Village, we wish to welcome you to our community. To our long term residents, we thank you for your support and continued interest in your community.

It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules and regulations of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large.

-The Community Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW SUPPLEMENT THE OCCUPANCY AGREEMENT (LEASE AGREEMENT) OR AS A MONTH-TO-MONTH TENANT THAT GOVERNS YOUR LEGAL RENTAL STATUS WITH THIS MANUFACTURED HOUSING COMMUNITY. THEY APPLY TO BOTH MEMBERS AS TENANTS AND NON-MEMBER MONTH-TO-MONTH TENANTS. EACH ARE CALLED A RESIDENT IN THESE COMMUNITY RULES.

THE LAW (New York State Real Property Law section 233) REQUIRES ALL RULES OF THIS COMMUNITY BE IN CONFORMANCE WITH SECTION 233 AND NOT BE UNREASONABLE, ARBITRARY OR CAPRICIOUS. NO RULE MAY BE CHANGED UNLESS THE BOARD MEMBERS OF MARILLA COUNTRY VILLAGE VOTE TO CHANGE THE RULES AND YOU ARE GIVEN 30 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN OCCUPANCY OR LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY DISTURB OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR VIOLATION OF THE OCCUPANCY AGREEMENT OR LEASE AGREEMENT OR FOR NOT FOLLOWING THE STATED RULES & REGULATIONS OF THIS COMMUNITY, AFTER YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR ALLEGED DEFAULT OR VIOLATION. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE PROVIDED THE BUYER IS APPROVED BY THE BOARD OF DIRECTORS PURSUANT TO THE COMMUNITY'S APPLICATION PROCESS. YOU MUST NOTIFY THE BOARD OF DIRECTORS IN WRITING IF YOU INTEND TO SELL YOUR HOME PRIOR TO PUTTING YOUR HOME UP FOR SALE. FAILURE TO DO SO MAY DELAY THE SALE PROCESS.

YOU MAY NOT BE EVICTED FOR YOUR PARTICIPATION IN A TENANTS ORGANIZATION OR FOR A GOOD FAITH COMPLAINT, TO A GOVERNMENTAL AUTHORITY OF THE ALLEGED VIOLATIONS OF ANY HEALTH OR SAFETY LAW, OR ANY LAW OR REGULATION WHICH HAS AS ITS OBJECTIVE THE REGULATION OF THE COMMUNITY.

SEVERABILITY: SHOULD ANY PORTION OF THESE RULES BE DEEMED ILLEGAL, IT DOES NOT MEAN THE ENTIRE RULES ARE ILLEGAL.

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SECTION 1: Occupancy Charges

Occupancy Charges are defined as: any rent, water bills, late or legal fees, attorney's fees, court fees, outstanding arrears, or any other charge that may be incurred by the resident due to the community. These charges will become arrears if unpaid after the date due.

1. **Due Date:** All occupancy charges are due on or before the first day of every month.
2. **Water Bills:** Water bills are billed every 3 months. Water bills are due from each household within 30 days of the date billed and become added lot rent if not paid in full within 60 days of billing.
3. **Late Fees:** Late charges of \$20 are charged if lot rent is not received by, or postmarked on or before the tenth (10th) day of the month, regardless of whether the 10th of the month is a Sunday or Legal Holiday.
4. All occupancy charges are to be mailed to:

**Marilla Country Village, Inc.
c/o: Keynote Realty, Inc.
34 Brown's Race
Rochester, NY 14614**

5. All payments must be made out to: Marilla Country Village, Inc.
6. **Returned Check Fee:** If your check is returned unpaid for any reason, a fee of **\$30** is charged. Late fees are also added if all unpaid balances due-in-full are not received, or postmarked by, the 10th of the month.

If your check is returned as unpaid for any reason, we can no longer accept your personal check and all payments must be mailed via money order or bank-drafted check, or in person at Property Management Office.

7. **Late Payments:** Once served with a 30 Day Notice, all lot rent, late fees & legal fees must be paid by cash, money order, or bank-drafted check only. Personal checks will not be accepted for late payments in excess of 30 days.
8. **Legal Fees:** Once served by a 30 Day Notice, a minimum \$50 fee is added to cover the expenses incurred by the cooperative for the process server services.

Once the term of the 30 Day Notice has elapsed, unless everything due under the 30 Day Notice has been paid in full by money order or bank-drafted check only (*personal checks will not be accepted*), attorney fees of \$160 for the preparation of court documents are also incurred and due from the Resident who has been served and who has not paid the 30 Day Notice in full.

Once a court date has been set, the Resident will be served with the court date. Once the court date arrives, unless everything due, including the above listed service and legal fees now totaling \$210, are paid in full along with all lot rent and late fees due at least 2 full business days prior to the court date, an additional attorney's fee of at least \$125 will be due, for a total of at least \$335 per legal proceeding.

In the event the Cooperative has to retain the services of an attorney to enforce against a Resident the terms, promises, conditions, etc., of the Cooperative's Occupancy Agreement or Rules and Regulations, the violating resident/Members shall pay

attorneys fees, all legal service fees and all court costs and disbursements incurred by the Cooperative in order to enforce such terms, conditions, agreements, etc. against the resident. Attorney and/or legal fees are subject to change without notice. The cooperative is not responsible for any resident-hired attorney expenses.

9. If a home is damaged beyond repair by fire or other causes, the homeowner is fully responsible for removal of the home. A demolition permit must be obtained from the Town prior to removal or a citation will be issued to the homeowner by the Town. Lot rent continues to be incurred by the homeowner until the home is fully removed and the lot is returned to clean condition. Damage to the site or removal of Community-owned property by the homeowner will be billed to the homeowner and/or reported to the police as theft/vandalism.

SECTION 2: Manufactured Homes

1. All manufactured homes must be tied down per Town Code requirements.
2. Each Resident is responsible for the maintenance of the exterior of his/her manufactured home and all structures on the lot. The exterior of the manufactured home and any shed, carport, deck, awning, addition, windows, doors, or any other structure, must be kept clean, washed and painted as necessary to maintain an attractive appearance. Decks & carports are not to be used for storage of possessions. All stored possessions, building materials, etc., must be stored out of sight.

Home Skirting:

- A. Skirting must be fully in place at all times, with no missing or damaged sections.
 - B. Board approval must be obtained prior to replacement.
 - C. Skirting material must match in color and material.
 - D. Skirting must be an approved, manufactured home skirting material.
 - E. Skirting may never be replaced with plywood, particle board, sheet metal, or any other non-skirting material.
 - F. Skirting must be installed, and appear to be completed in a professional manner.
 - G. Any home's skirting that does not meet the acceptance criteria of the board of directors, must be fully replaced at the discretion of the board.
 - H. All skirting repair issues must be 100% abated by the manufactured home owner within 30 days of written notice.
3. **Skirting on New Home Installations:** For new homes brought into the Community, skirting must be professionally installed on the home within sixty (60) days of arrival. For homes arriving between the months of January through February, skirting must be installed by April 30th of the same year as the manufactured home is installed.
 4. **Hitches:** Any existing manufactured home hitches must be concealed by skirting to match the existing skirting on the manufactured home and landscaping, or removed and placed under the home.

5. **Use of Aerosol Paints:** Spray painting out of doors is permitted only if the resident doing the spraying agrees to use great caution and understands that he/she will be held fully and solely responsible for any and all damage that may occur.
6. **Removal:** When a manufactured home is removed from a lot, all adjacent and/or accessory structures must be removed within one week of the moving of the manufactured home. After one week such structures will be considered abandoned and may be discarded or disposed of by the Cooperative and the former owner may be billed for such removal.

Removal of anything whatsoever from a vacated lot by anyone whomsoever other than an authorized contractor retained by the Board of Directors, will be viewed as theft and will be reported to the police.

7. **Antennas/Satellite Dishes:** TV Antennas and Satellite dishes are allowed. Satellite dishes may not exceed 20 inches in diameter. All equipment must be mounted on the resident's manufactured home or approved accessory structure (shed). All TV reception equipment must be properly maintained at all times.

Antennas and other structures such as wind turbines that are over three feet in height or diameter, whichever is larger, must be pre-approved in writing by the Board of Directors. All installations must meet all standards established in local, state, and federal electrical and building codes. Any installation that does not meet these guidelines must be removed by the resident, at the request of the Board of Directors.

8. **Water Leaks:** All leaks (faucets, showers, toilets, etc.) and any broken water supply pipes from the water shut-off to the manufactured home must be repaired by the resident. All homes are required to have heat tapes on water valves, water lines and related piping. Repairing breakage of pipes above ground from the water shutoff to the manufactured home is the responsibility of the resident. Damage to the community-owned water meter that is resident caused, will be repaired by the Community and billed to the resident. Resident will have fourteen (14) days to pay the resulting bill after which the bill will become added lot rent. Excessive water use caused by the resident's failure to maintain water lines from the shut off valve to the home will be billed to the resident and become added lot rent if not paid within 30 days of being billed.

<p>ALL RESIDENTS ARE ASKED TO REPORT EXTERIOR WATER LEAKS ANYWHERE IN THE COMMUNITY IMMEDIATELY BY CALLING KEYNOTE REALTY AT (585) 262-3113 x32.</p>
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9. **Utility Hookups:** Electric, water and sewer lines are installed on each lot. Gas and/or telephone services are available from the utility company and/or the telephone company respectively for each home lot. Each Resident is responsible for contacting the appropriate utility company for the start of service and for paying any charges incurred. If the Resident household damages the above referenced services, the Resident will be charged for the repair.

The community provides and maintains utility gas, water, and electric hookups to the lot's utility meters. If utility (gas, electric, water, sewer, etc.) services are damaged or tampered with, for any reason, by the resident or guests therein, the manufactured

home owner is 100% responsible for the costs of any and all repairs performed by the Community or Community-hired contractor.

The Resident is responsible for all hook-ups above the ground made from the Cooperative's supply connections to the home. The Resident is responsible for any cable TV hook-ups to be installed. The Resident is responsible for clearly labeling his/her gas and/or electric meters within the lot number. Resident is responsible for identifying the location of his/her exterior water shut off valve.

10. **Street Illumination:** Residents are responsible for all street-level front yard lights located in the yard of the resident. These lights must be maintained in working condition and in good repair.
11. **House Numbers:** All residents must post their home numbers on the front side of the manufactured home in a prominent place with numbers being at least five (5) inches in height, and in accordance with Town of Marilla code requirements. Numbers purchased from Marilla Fire Department are approved. The house numbers must be where people can see them from the road and the numbers must be of a color that clearly contrasts with the color of the manufactured home.
12. **Insurance:** Homeowner is responsible for maintaining liability insurance on their home and property. All homeowners must obtain and maintain Homeowner's Insurance and must provide a Certificate of Insurance to the Management Agent both initially upon purchasing such coverage and annually upon the renewal date of the coverage.

SECTION 3: Home Lots and Landscaping

1. **Lot and Exterior Improvements:** All lot improvements, extensions, enclosures and additions and/or exterior changes to a resident's manufactured home or lot must be pre-approved in writing by the Board of Directors prior to the start of the planned work and/or construction. If the work to be done requires a Permit from the Town, the Resident must obtain the Permit and may be required by the Board to provide proof that a Permit was obtained. If lot improvements, extensions, enclosures or additions are constructed without Board of Director approvals, such actions will result in automatic referral by the Board of Directors to the Town of Marilla Code Enforcement Office. The Board may require such additions, improvements, etc., to be removed at the resident's expense.

Any resident who undertakes an improvement, extension, enclosure or addition without written Board approval and/or without a Permit from the Town of Marilla will be required to remove the non-permitted work within two weeks of written request from the Board to do so. Failure to comply with this provision may be grounds for Termination of Occupancy Agreement.

2. **Gardens and Landscaping:** Landscaping of each home lot shall be completed and maintained by each resident. Planting of trees and shrubs and/or vegetable gardens must have prior approval of the Board. If you do not obtain approval, and a utility is damaged, the homeowner is 100% liable to for all repairs and damages incurred.

If weeds and/or weed-trees and/or small trees are not, for any reason, appropriately removed from the resident's individual lot by the resident, professional removal expenses to remove any trees such as this will be charged to the resident.

Residents are requested to remove weeds and weed trees around electric service panels serving his/her own manufactured home.

All gardens and/or landscaped installations of any kind must be a minimum of 5 feet from all lot lines, including front, side and rear lot lines. All vegetable, flower garden areas, and all other type of landscaping installation must be maintained in a visually attractive, weed free condition at all times or the resident must remove the garden and/or flowers and/or flowering shrubs and/or landscaping installation, and return the area to lawn.

3. **Lawn Maintenance:** Residents are responsible for the planting of lawns located at their individual lot. Residents are also responsible for the maintenance of all the landscaping including the lawns, trees and shrubbery on their lot and also around utility poles and telephone/cable box poles that may be located on their lot. Lawns must be kept mowed so that grass is not more than three (3) inches high. Mowing is not allowed before 8AM or after 9PM. Leaves must be raked and removed from the individual lot. Residents will maintain their own lot in a clean and attractive condition, with all landscaping and grass properly mowed and the edges and/or skirting areas neatly trimmed of grass and/or weeds. All yard waste (leaves/grass clippings/etc.) must be fully contained on the residents own yard, and not placed or blown onto your neighbor's yard, driveway, or roadway.

If lawns are not mowed and edges neatly trimmed or otherwise maintained as herein specified when needed, the Cooperative will have the necessary work performed and will charge the Resident for the work as billed by a professional lawn mowing service. If/when the lawn mowing, trimming and landscaping maintenance is not completed in a timely manner by the resident, the Board of Directors will notify the resident in writing specifying the necessary work to be performed by the resident and indicating the date by which the work must be done. If the work to be done is not satisfactorily completed by the resident within the time specified by the Notice, then the Cooperative will have the work done and the cost for such work will be billed to the Resident. Such bills, if not paid in full by the resident within 30 days of receipt of the bill, become added an occupancy charge (see Section 1).

4. **Tree Pruning:** Residents shall be solely responsible for pruning of all trees under 8ft in height on their home lot. No tree trunk or branch over 4" in diameter may be cut down without the written permission of the Board of Directors. Residents shall remove any fallen branches, and tree debris on their own lot at their sole expense except for any tree trunk or branch over 4" in diameter removed by the Corporation. No leaf burning or trash burning is allowed as in accordance with town and state ordinances. Residents may not cut down, cut-up or otherwise remove trees of any size from community common areas, wooded areas, vacant lots, playground etc.

5. **Common Areas:** The Cooperative is responsible for maintaining the common areas of the community. There is no hunting, or use of firearms of any type, in any common areas of the community (See Section 13). The wooded areas located at the back and

side areas of the Community are posted as No Trespassing areas. These are strictly limited access areas. There is no camping, hiking, social gathering, making of fires, and construction of deer/hunting stands or any structures whatsoever in the posted areas of the community common grounds.

6. **Storage Sheds:** Storage sheds must be pre-approved as to the location of the shed and size of the shed by the Board of Directors and must be constructed in accordance with town ordinances. Only one shed is allowed with the maximum size of 12 x 12 is allowed. Storage shed must be kept painted and properly repaired at all times.
7. **Fencing:** All fencing, including temporary fencing of any kind, must be pre-approved, in writing, by the Board. If approved, a building permit must be obtained from the Town of Marilla, if required. All fences must be in accordance with Town Code for height and location.

Only decorative-type fences will be considered by the Board with regard to new fences, and existing fences cannot be replaced without Board approval.

All fences must be properly maintained by the resident, with regard to maintain all aspects of safety and visually attractive appearance. Any fence that is not maintained or not approved must be removed by the resident within thirty (30) days, at the written request of the board of directors.

“Invisible” fencing for the containment of pets/service animals is not permitted in the community. (See Section 9)

8. **Appearance:** Open porches, carports, decks, patios and lawns are not storage areas and must all be maintained by the resident to present a clean, safe, uncluttered and attractive appearance at all times. Construction materials, tires, and excessive items of any type may never be stored on porches, in carports, on decks, or on lawns at any time. Unless approved by the Board, all bicycles, outdoor furniture and accessories must be stored out of sight and/or in the resident storage shed or otherwise neatly stored during the winter months or from November 1st through March 31st. Tools, lumber, toys, etc., must be put away when not in use and must be fully contained either: inside the manufactured home, or inside an approved storage shed at all times when not in use.
9. **Trash Cans:** All residents must have garbage cans with properly fitting lids. Trash will be picked up once per week. Trash and trash cans/receptacles should be kept out of sight from the street on non-garbage pick-up days. ***Burning of garbage is strictly prohibited.*** No trash is to be put out earlier the evening before pick-up. Only trash from the home can be discarded.
10. **Tents:** Gazebo and screen type tents up to 10 feet by 10 feet may be put up on the Resident's lot only under the following conditions:
 - 1) Tents may not exceed 100 square feet:
 - 2) Tents may be put up for a limit of five days total from May 1st through October 31st only unless advance written permission is given by the Board of Directors and/or Property Management Company.
 - 3) The grass underneath the tent must be maintained or restored after the tent is removed.

4) All tents are subject to removal immediately upon request by the Board of Directors.

11. **Clotheslines**: Clotheslines that are tied or in any way connected to a tree, post, structure, utility pole, etc. are not permitted. A commercially manufactured clothes drying frame (i.e. "umbrella-type" clothesline) must be used for any outdoor drying of clothing, etc. Installation of such clotheslines must be pre-approved for size and location by the Board of Directors prior to installation. All such installations must be properly maintained at all times by resident.
12. **Recreational Fires**: To comply with New York State Clean Air Laws and Fire Codes: open burnings, recreational fires, bon fires, fire pits, fire pots, campfires and of all similar type fires are not permitted anywhere on the premises or on any lot.
13. **Driveway Maintenance**: Snow removal by the resident is mandatory. With written board approval, the resident may install a concrete extension to their driveway. Residents may not install driveways consisting of dirt, gravel, blacktop, paver stones, or any other unapproved material.
14. **Firewood**: Felled and chopped wood for the purpose of wood burning stoves and furnaces, which does not include construction scraps or construction debris, may be kept on the lot, must be stacked neatly next to an existing structure on your lot and may not exceed 4'x8'. Residents may not erect additional storage structures for the purposes of fire wood storage. Firewood must not block utility meters, nor block any doors or windows.

SECTION 4: Motor Vehicles

1. **Driveway**: The lot driveway parking space alone must fully accommodate the total number of vehicles owned by Resident. There is no parking on community roads or on the grassy areas of your lot and/or common areas at any time. Vehicles parked on community roads or on lots (not in the driveway) overnight, are subject to ticketing by the Town or towing without notice at the expense of the vehicle owner. Non-running, unlicensed, and/or unregistered vehicles may never be stored or parked anywhere on the resident's lot or anywhere else on the premises and are subject to towing at the vehicle owner's expense. (See also: Section 3, #13)
2. **State Laws Apply**: As the community roads are unrestricted, public access roads, all NYS laws apply to Community Roads. All laws pertaining to licensing and operating a motor vehicle apply to driving on Community roads, such as all children must be in seatbelts, all infants in car seats or booster seats, while a motor vehicle is in operation.

No passenger can ride atop of a vehicle or in the back of open pickup truck beds while the vehicle is in motion anywhere in the Community, etc.
3. **Licensed Drivers Only**: No one without a valid, current NYS Drivers License is permitted to operate any type of motor or motorized vehicle anywhere within the Community.

Unlicensed minors, may never operate a motorized vehicle of any kind, anywhere in the community, at any time. Per NYS law, an operator with a learner's permit, and without a

licensed passenger of 21 years of age or older, will be considered unlicensed, and reported to the police and other authorities.

4. **Speed Limit:** The speed limit inside the Community is TEN (10) MILES PER HOUR. Since this is considered to be a reasonable speed limit, your cooperation with this rule will ensure the safety of everyone in the community. All residents are responsible for their guests, invitees, delivery services, etc. obeying the speed limit.

Fines for Speeding: Once a speeding violation is verified, the resident will be sent a written notice regarding the violation. If three such written notices of verified speeding violations are sent to a resident, a fine of \$50.00 will be charged. If unpaid within 30 days this fine will become an Occupancy Charge (see section 1).

5. **Vehicle Repairs:** Major vehicle repairs are not allowed within the Community. Only repairs that can be done in one day are permitted. No motor changes, transmissions or rear ends or other major repairs are not allowed. Oil changes are permitted. Oil must be disposed of properly off the property. No repairs may be conducted in roadways, lawns or common areas of the community. All repair work must be done in the resident's driveway or garage.

Residents will be charged for damage to repair, replace, resurface and/or recoat their driveway related to motor vehicle oil leaks etc. whether from repairs or from lack of repairs to the motor vehicles parked in the resident's driveway. Residents may not cause noise disturbances at any time, as related to vehicle repairs. (See: Section 7)

6. **Unregistered/Unlicensed/Non-Running:** Absolutely NO unregistered, non-running, or unlicensed vehicles are permitted within the Community. Residents will be notified in writing to remove or repair a vehicle within three (3) days or vehicle will be towed at the resident's expense. Once the Resident receives such notice, the Resident may immediately contact the Board in writing committing to a repair and/or vehicle registration schedule. Failure to receive such a response will result in the vehicle being towed at the Resident's expense. The towing charge must be paid within 30 days and shall be considered as an additional lot rent charge.

7. **Scrap/Resale:** Vehicles may not be brought into the Community to scrap, junk or otherwise demolish the vehicle. Vehicles may not be brought into the Community for resale or to be repaired for other people.

8. **Motorcycles:** Helmets must be worn when operating and/or riding on a motorcycle within the Community. Motorcycles may never be parked on the lawn of a homeowner's lot.

9. **Prohibited Vehicles:** Except for vehicles actively performing a service or delivery; Towing vehicles, tractor trailer haulers and trailers, any vehicle over 10,000lbs (5 tons) G.V.W., and any other commercially marked vehicle (of any size/weight), are prohibited from being brought in, used, or parked within the community.

ATVs, Snowmobiles, and other recreational vehicles may be permitted to be brought in, provided they remain upon a hauling trailer, are not ridden or operated, and the resident obtains prior permission, per Section 6, of these rules and regulations.

10. **Electric Toy Vehicles:** Electronic and/or battery operated toys/cars/scooters may never be operated on Community roads, parking areas, or at the Community postal facility by a child or adolescent, without active adult supervision.
11. **Assistance Vehicles:** Electric scooters and “powerchairs” are permitted to be operated on community roads and common areas by individuals with a physical need to do so. Operators must not obstruct traffic on community roadways.

SECTION 5: Parking

1. **Ticketing/Towing:** No trailers or vehicles of any type are to be parked on lawns, grassy areas, or on the side of Community roads at any time. Parking on the main or side roads is not permitted at any time.

Parking shall not obstruct snow removal, emergency vehicles, or through traffic in the community. Vehicles that are parked on community roads are subject to towing or ticketing by the Town without notice.

2. **RV/Trailer Parking:** Boats, boat trailers, and all RV’s are permitted in the storage area (known as the “RV Area”) only. An application must be completed and approved prior to storing any vehicle in the storage area (See Section 6). Boats, boat trailers, and RV’s may never be parked in the driveway, roadway, visitor parking areas, common areas or lawns and are subject to ticketing by local law enforcement authorities, and/or towing from the Community, at the resident/owner’s expense.

With prior Board approval, a resident may park a RV, Boat, or Trailer in their driveway for no more than 24 hours for the purposes of preparing the vehicle for departure or return. Residents may not impede traffic, block roads, or park the vehicle on grassy areas anytime.

3. **Resale:** The parking of a vehicle in a common area of the community for the purpose of displaying a “FOR SALE” sign or some form of advertising is prohibited and is subject to being towed without notice at the owners expense. (See also: Section 4, #7)
4. **No Parking on Lawns:** No parking of vehicles of any type at anytime on lawns; either on the resident lot or on common areas. The resident is fully responsible for any damage resulting from parking on lawns, lot damage, property damage, or any other damages that occur from parking in non-designated areas. Lawns that are damaged by vehicles must be repaired by the resident immediately.

SECTION 6: Recreational Vehicles

Recreational vehicles are defined as: travel trailers, boats, and trailers, campers, RV’s, or other seasonal or special use items.

1. **“RV Area” (Parking Area):** Recreational vehicles are only allowed to be parked the designated “RV Area,” by permit. This area is located on Hickory Lane, across from Lot 37A. Permits are issued by the Board of Directors to resident-owned recreational vehicles. All vehicles must be verified in writing as belonging to a Resident. Only approved recreational vehicles, in writing, may be parked in the RV Area, in advance of storage.

2. **Risk & Liability:** All vehicles kept or stored in the RV storage area are strictly at your own risk. The community is not responsible for any loss, theft, damage, etc. to vehicles parked in the RV area. The Community assumes no responsibility for the safety of vehicles stored in the RV area.
3. **By Permit Only:** No recreational vehicle or trailer may be brought into the premises until a proper application has been filed, submitted with the required documentation, and approved by the Board of Directors.

To store a recreational vehicle in the RV area, the Resident must complete an application and bring a photocopy of the vehicles registration to the Community Office to receive Board approval before placing it in storage. Applications are available by contacting the Community Office, or online at www.MarillaCountryVillage.com/forms.

Only vehicles registered to a Resident are permitted in the storage area. Vehicles must be moved or removed at the written request of the Board of Directors and/or Property Management Office. Non-registered vehicles, abandoned vehicles, etc., are subject to being towed at the Resident's expense. Non-running, unlicensed and/or non-registered vehicles may never be stored in the resident's lot and are subject to towing at the vehicle owner's expense. (See Section 4, #6)

4. **Default:** Vehicles parked on resident's lots or unauthorized parking areas, will be subject to violations of state law/town code, towing, and/or impoundment at the owner's or homeowner's expense, without notice.
5. **Snowplow Blades:** With written board approval, snowplows may be stored in the RV Area during the non-plowing season. Snow plows may never be removed from a motor vehicle and placed or stored on any resident's lot.
6. **Insurance:** Residents are responsible to have insurance on their own vehicles stored in the RV area. The Cooperative is in no way responsible for damage of any kind to vehicles or other equipment stored at the Community's RV storage area.
7. **Off-Road Vehicle Use:** The use/riding of any off-road vehicle (mini-bikes, dirt-bikes, snowmobiles, all terrain vehicles (ATV's), etc.) on the community premises or roadways is strictly prohibited. Snow mobiles and ATV's may be kept in the Community only in the RV section and must be kept upon a trailer at all times, and never at the resident's lot.

SECTION 7: Conduct

1. Unseemly conduct, interference with other residents, disturbances of the peace and quiet, and willful or careless destruction of, or injury to, property on these premises is strictly prohibited and will be grounds for eviction from the Community.

EXCESSIVE NOISE WHICH DISTURBS OTHER RESIDENTS/GUESTS

WILL NOT BE PERMITTED AT ANY TIME,

AND IS EXPRESSLY PROHIBITED AT NIGHT FROM 9PM TO 8AM.

2. **Alcohol:** Open containers, bottles, glasses, etc., containing alcoholic beverages are prohibited in all common areas of the Community. This means, for example, no walking around the Community streets with an open alcoholic beverage. Consumption of

alcoholic beverages in all common areas of the community is strictly prohibited at all times.

3. **Drugs**: Illegal drugs in all forms are prohibited everywhere on the premises. The possession, use, or sale of, illegal drugs constitutes a material breach of this agreement, which will result in legal action and/or eviction.
4. **Illegal activities**: Participation in illegal activities within the Community will be grounds for eviction.
5. **Loitering**: Loitering and/or playing in the street, at the Community Office, mailbox area, or other common areas is not permitted at any time by either adults or minors.

SECTION 7A: Guests and Occupancy

A guest is defined as: anyone visiting, whether invited or uninvited, or a household person who is residing in the Community with a Resident of Record.

1. **Rules & Regulations**: It is the responsibility of the Resident to explain the Cooperative's Rules and Regulations to their guests and to insure that their guests abide by these Rules and Regulations. The Resident is responsible for the conduct of their guests while their guests are on Marilla Country Village property.
2. **Duration**: Guests and/or relatives are welcome on a temporary visiting basis, not to exceed two weeks (14 days) in length without written Board approval.
3. **Emergency Contact**: The name, address and telephone number of a person who can be contacted on your behalf in an emergency is mandatory. All existing residents/Members are required to maintain current emergency contact information with Keynote Realty Inc.
4. **Record of Occupancy**: Marilla Country Village, Inc. (the Cooperative), as Owner of the Community, must maintain current and accurate written records of all residents in occupancy of the Community, as per Local and State Laws.

All residents are required to provide in writing the names of all household residents and to maintain all of their current telephone numbers on file with the Management Agent. Such information will not be released to unauthorized parties and will be kept confidential. You must advise the Board immediately if your phone number changes.

All Community residents must provide complete information (e.g. Occupancy Form) in writing to the Management Office, indicating the full names of everyone residing in the home for more than two weeks.

Guest Registration: All guests who reside in the Community two (2) weeks or longer must be registered in writing with the Board within two weeks of the person moving in by the resident of record or owner of the home.

To register your guest you must complete a revised Occupancy form with the name(s) of your guest(s) or new resident, his/her permanent address, the length of the visit and your name, your address, a daytime telephone number you can be reached and all motor vehicle identification information if your guest has a motor vehicle while staying in the Community.

Occupancy Form: An Occupancy Form may be obtained by contacting the Community Office, online at **www.MarillaCountryVillage.com/forms** or by calling the Property Management Office.

Long-Term Guests (Non-Resident): Anyone who will be residing in a resident's home for longer than 60 days must complete a non-resident resident application form and submit it to the Board of Directors.

5. **Resident Occupancy:** Without the approval of the Board of Directors, the resident of record/homeowner must be in residence at all times during the visit of a guest.
6. **Guest Membership:** Guests cannot become members or acknowledged residents of the Community until the guest formally applies and is accepted by the Board of Membership.
7. **Default:** Failure on the part of the Resident of Record/Homeowner to require all individuals who reside in the home for more than 60 days to complete a non-Member resident application will be grounds for Termination of Tenancy in the Community.
8. **Guest Pets:** *See Section 9: Pets/Service Animals*

SECTION 7B: Conduct of Household Members, Guests, & Invitees

1. **Liability:** The resident of record for all homes has the complete responsibility for any individuals who are visiting or residing at the home shall be held completely responsible for the actions of those individuals and will be held financially liable for any damages done to the property of the Cooperative. This means that the Resident will be held monetarily and legally responsible for any damage to the Cooperatives property, and/or for violation of the Community Rules/Regulations which is caused by all individuals residing with or visiting that household.
2. **Supervision:** For their safety and protection, all minors (6) six years old and younger must have adult or qualified supervision at all times when outside their own yard and within the Community.
3. **Bicycle Helmets:** Per NYS law, minors (14) fourteen years old and younger must wear a helmet when riding a bicycle.
4. **Skateboards:** Skateboarding is prohibited in the Community in all common areas and/or on Community roads. Skateboard ramps are not permitted anywhere in the Community.
5. **Trespass:** No resident or household members or guests are permitted to enter the lot of any other resident, at any time, without the express permission of the resident whose lot is being entered. Documented, repeated trespassing on the lot of another resident will result in eviction from the community.

Property Management Personnel, Board officials, and appointed volunteers of the Community Board may enter another resident's lot if performing an official duty; such as performing a site/safety inspection or site maintenance.

SECTION 8: Sale of Homes

1. **Intent to sell:** Any owner of a manufactured home who plans to sell his/her home shall give written notice twenty (20) days in advance of the sale. Failure to give written notice may delay the processing of the home buyer's new membership application.
2. **Removal of a home from the premises:** Residents are required to give ninety (90) days advance written notice to the Board if their intent is to vacate the premises by removing their manufactured home. The home owner must obtain an appropriate town zoning ordinance permit prior to removal of the home.
3. **Sale of a home:** Residents selling their home must follow the standard new Resident application procedures by providing the prospective buyer with a new Member application and Community Rules & Regulations, making sure the prospective buyer completes the application and submits it to the Property Management Office and receives a decision from the Community Board in writing to accept or decline the prospective Buyer's Member Application. No Resident or Member may transfer ownership to a manufactured home that occupies a lot in Community, to a new buyer until/unless the buyer has been approved for Membership and has completed the full new Member sign-up process.

No prospective buyer of any manufactured home can move-in until:

- 1) He/she has applied and been accepted as a Member of the Cooperative and all paperwork is signed.
- 2) All documents including the Occupancy Agreement, the Rules and Regulations, the By-Laws, the Pet Agreement have been read by the prospective Member and signed.
- 3) Proof of homeowners insurance and all signed documents must be submitted to the Property Management Office, in full (these will be returned to the buyer upon acceptance).
- 4) All sums due to the Cooperative have been paid.
- 5) Bill of Sale for the manufactured home being purchased has been provided.
- 6) The Membership Certificate transfer has taken place and the "old" Membership Certificate has been returned to the Board President or Property Management Agent.

Notice to the Board of Directors stating the intention to sell a home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers and/or any selling agent with information regarding the requirement that all buyers become members of the Corporation and to provide member application information to the buyer prior to the sale of the home. The seller shall supply the Corporation with the names and telephone numbers of any buyers who have signed a purchase and sales agreement within 3 days of such a signing. All Buyers of homes to remain in the Community are subject to advance approval by the Board of Directors. The established application and Membership process must be followed and completed by the Buyer prior to the Buyer moving into the Community. All lot rent and all other monies due to

the Corporation must be paid in full before any Membership application will be processed.

4. For a period of thirty (30) days following the delivery of the notice to the Board: If the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.
5. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
6. Exemption from the 30 day preference for lower income family or individual purchasers is described in Article IV of the Corporation Bylaws.

SECTION 9: Pets/Service Animals

1. **Pet Limit:** A resident household can have a maximum of 2 pets (either 2 cats or 2 dogs or one of each). Existing pets prior to December 28, 2011 are excluded from this limit, however the household may not obtain or apply for pet(s) until the household is under this limit.
2. **Weight Limit:** Only dogs less than 35 pounds in weight at maturity will be considered on new pet applications. Board documented and Board approved dogs that exceed 35 pounds in weight are “grandfathered in,” only if the dog has been proven and verified by the Board of Directors to reside at Marilla Country Village prior to April 1, 2012.
3. **Prohibited Breeds:** The following full size breeds of dogs are not permitted to be in the Community at any time: Pit Bulls, German Shepherds, Rottweilers, and Doberman Pinschers.
4. **Application:** All animals must be pre-approved and registered with the Board of Directors. To do so, residents with a pet/service animal must complete a Pet/Service Animal Application before bringing the animal into the Community and must sign a Pet/Service Animal Agreement when requested to do so.
5. **Departure:** If you have a pet/service animal and it leaves your household permanently, as in the case of death, you must request Board approval by completing a new Pet/Service Animal Application before you get another pet.
6. **Leashes:** All pets/Service Animals (both dogs and cats) must be kept under control at all times and must be attended on a maximum of 6 ft. leash, controlled by a responsible adult at all times if outside the manufactured home.

Pet Fences/Enclosures: Leaving pets/service animals in a fenced enclosure or any type or container located outside is prohibited. Fenced enclosures, stakes, doghouses, invisible fencing, etc., are not permitted anywhere in the Community.

Owners MUST CLEAN UP the waste from their animals IMMEDIATELY. Documented failure to clean up after a pet/service animal after 3 written violations will result in notification to permanently remove the pet/service animal from the community.

7. **Barking Dogs:** Pets/service animals, including dogs and/or cats may never be left outside the manufactured home unless on a maximum 6 ft. leash and accompanied and controlled by an adult. A dog that barks continuously for a period of 15 minutes will be considered to be in violation of these Community Rules on the part of the pet's/service animal's owner and further action will be pursued against the dog's owner including removing the dog from the Community permanently. Barking dogs that are inside the home and who can be heard beyond the limits of the Member's lot will be viewed as a nuisance. Repeated, documented complaints about any dog will result in the Resident being notified in writing to permanently remove the dog from the community.
8. **Immunization/License:** All cats and dogs must have rabies shots as required by NYS Law. All dogs must be licensed and registered with the Town of Marilla Animal Control Office (Town Clerk) within 30 days of residency.
9. **Service Animals:** Federal guidelines (Americans with Disabilities Act, ADA) define a service animal as: *dogs that are individually trained to do work or perform tasks for people with disabilities. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.*

Reasonable Accommodation: No dog will be excluded if needed as a reasonable accommodation to a disability (e.g. eyesight, hearing) of a member of a Resident's household or guest. Corporation will require the written statement of a medically trained person to verify the medical need for the animal, and the animal must be verified in writing to be a professionally trained assistive animal that is trained with regard to the specific medical need.
10. **Guest Pets:** All guests of a resident must be required by the resident to comply in full with all the Rules and Regulations governing pets and/or service animals. This includes pets/service animals belonging to guests that may be visiting the Community temporarily and includes all prohibited breeds and sizes of dogs.
11. **Guest Dogs:** Residents may not bring into the Community on either a temporary or visiting basis any dog that is a prohibited breed or of a size that exceeds the 35 lb. limit. Dogs brought in on a temporary or visiting basis are subject to all of the Community's Rules and Regulations regarding pets/service animals. Visiting pets that are in the Community for over 3 days require written approval by the Board of Directors.
12. **Stray Animals:** No animals may ever be fed outside of the manufactured home at any time. All animals without a collar that identifies the animal owner will be viewed as strays and are subject to removal from the community by having the animal conveyed to the local shelter or humane society.

SECTION 10: Complaints & Emergencies

1. **Submissions:** Any and all complaints about the actions of residents/Members, guests, pets and others at Marilla Country Village, Inc. MUST be submitted in writing in a timely

manner, and must be signed by the person registering the complaint and left at the Community Office or mailed to:

**Marilla Country Village, Inc.
c/o: Keynote Realty, Inc.
34 Browns Race
Rochester, NY 14614**

Complaint forms are available online at www.MarillaCountryVillage.com/forms, at the Community Office, or by calling the Management Office at (585) 262-3113 x23.

2. **Emergencies:** For emergency situations (Fire, Police, Ambulance), **call 911**.

After notifying emergency services, please also notify the on-site Operations Director by calling (716) 937-9693, or call to the Property Management Office at (585) 262-3113 ext. 23.

SECTION 11: Grounds and Common Areas

1. **Usage:** All Community grounds are for the exclusive use and enjoyment of residents/Members, their households and their guests. If you observe that a common area is being used for any purpose by someone other than a Member, bona fide tenant/Community resident, and his/her guests(s), you must notify the Board in writing giving the specifics of the incident. The Board will make every attempt to keep your identity confidential. *(See Section 10)*
2. **Prohibited Uses of Common Areas:** Hunting; use of firearms; putting up deer stands; unauthorized removal of trees/branches; camping; campfires or other fires; use of alcohol, drugs etc.; nuisance behavior of any kind such as excessive noise, lack of adult supervision of minors, etc. (See: Section 3, #5) (See also: Section 13)

SECTION 12: Water

1. **Pools:** A resident may place a pool of no more than 1 (one) foot in depth if they have provided proof of their homeowner's insurance to the Property Management office (as required by the community's insurance company). Approved pools must be covered when not in use, and taken down daily.
2. **Water Leaks:** Water emergencies must be reported to Keynote Realty by calling (585) 262-3113 x32 or by calling the Community Office at (716) 937-9693.

SECTION 13: Weapons & Fireworks

1. **Hunting:** Hunting is prohibited anywhere on the premises. *(See also: Section 3, #5; Section 11, #2).*
2. **Weapons:** Carrying a weapon is not permitted, except to carry a legally-transported, unloaded weapon from your vehicle parked in your driveway into your home. This applies to all forms of weapons, including but not limited to: bladed weapons, BB guns, pistols, rifles, shotguns, bows, etc.

Discharge of any type of pyrotechnics (fireworks), firearm, or projectile weapon is strictly prohibited on the premises.

3. **Fireworks:** In compliance with State and Local Laws, possession and/or discharge (setting-off) of fireworks, firecrackers, or “homemade bombs” of any and all types are strictly prohibited anywhere in the Community and will result in the Police Department being called and prosecution will be pursued by the Community.
4. **Carcasses:** No resident or guest may bring in (or be in possession of) any animal carcass, for any purpose (including, but not limited to: butchery, skinning, etc.), on the premises.

SECTION 14: General

1. All residents of the Cooperative shall respect the rights and privacy of everyone in the Community. This includes personal property and home lots. Trespassing anywhere on the lots of other residents/Members will not be tolerated and may result in the Police Dept. being called to remove trespassers and/or eviction from the Community for repeated, documented violations.
2. The operation of a business is not permitted anywhere in the Community. A Resident operating any business of any type or permitting a business to be operated from his/her manufactured home is subject to termination of tenancy from the Community and/or eviction.
3. In the event a manufactured home does not have a smoke detector or carbon monoxide detector, residents are to install them at their own expense to comply with New York State law. SMOKE DETECTORS, CARBON MONOXIDE DETECTORS AND FIRE EXTINGUISHERS ARE MANDATORY.
4. Garage sales are permitted at the individual’s home lot. Common areas are not to be used for garage sales unless such sales are pre-approved by the Board.
5. The unauthorized entry into the Community of uninvited and/or unlicensed solicitors or peddlers is restricted. The Board and the Police Department must be notified if such persons are observed in the Community. Please also notify the Property Management Agent’s Office.
6. The Board of Directors reserves the right to review, re-write, restructure, and/or change the Rules and Regulations governing the Cooperative. Such changes will then be added to this Agreement. The Resident will receive a 30 day advance written notice advising him/her of such changes.
7. Any Resident receiving three (3) or more written notices of Violation of the Community Rules & Regulations or the Occupancy Agreement or Lease from the Board of Directors or the Management Agent within an 18 (eighteen) month period, indicating violations of these Rules and Regulations or the Occupancy Agreement is subject to membership revocation and/or eviction proceedings.

Such written notices will state the violation and the corrective action, which must be taken. The Resident may respond to such a notice in writing within the time allotted in the notice. The tenant has the right to meet with the Board by making an appointment

to meet with the Board at a regular Board Meeting. This does not replace corrective action or a written response, one of which must be done within the time allotted in the Notice of Violation. Any tenant who is a Member and who receives such a written Notice of Violation from the Board will not be considered to be a Member in Good Standing until the Member resolves the violation by implementing the appropriate corrective action.

8. **LIABILITY AND INDEMNITY:** The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

Except for gross negligence of cooperative, homeowners hereby release cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of New York.

SECTION 15: Effective Date for These Rules and Regulations

1. DISTRIBUTION DATE:

THESE RULES AND REGULATIONS ARE IN EFFECT AS OF _____, AND WILL BE ENFORCED FOR ALL CURRENT COMMUNITY RESIDENTS AS OF THE EFFECTIVE DATE SHOWN.

1. **THIS SECTION IS FOR NEW MEMBERS MOVING IN AFTER THE DISTRIBUTION DATE:**

Community Rules Acknowledgement for Members Moving in After: July 20, 2014

I/we _____ residing at _____ have received and read a copy of the Community Rules.

By signing and dating this form, I/we understand and will obey these Community Rules. If we or any visitor or guest at our home or any member of our household does not follow the rules, I/we understand that this could be grounds for our eviction from the community.

Signature: _____ Date: _____

Signature: _____ Date: _____

This document to be kept on file by the Secretary of the Board of Directors.

NEW MEMBERS:

In case of emergency please contact:

NAME: _____ ADDRESS: _____

TELEPHONE NUMBER: _____

Marilla Country Village, Inc.

President, On behalf of the Community Board

DATE