

Effective Date: April 1, 2012

**RULES AND REGULATIONS**

**Tenant & Sub-Tenant**

Tenant will also have executed a main set of Rules & Regulations for the Park.

These Rules and Regulations shall apply to all leases and sub-leases (regardless of type and/or duration) entered into between Creek Locks Mobile Home Park, LLC, Tenants and/or Sub-Tenants.

The Abbreviation CLMHP will be used to indicate Creek Locks Mobile Home Park LLC, Members, Authorized Representatives, and/or Owner in the following rules and regulations. The term "the Park" shall mean the real property constituting Creek Locks Mobile Home Park, located at 1174 Creek Locks Road, Bloomington, New York 12411.

**FINANCIAL**

1. (a) Rent is due on the 1<sup>st</sup> day of each month. The first payment will be pro-rated to the end of the first month. Since all rentals are paid by calendar months, no adjustments or refunds will be made for a partial month occupation, except when moving in. All existing Tenants will remain on their current payment schedule.

(b) Tenant shall remain primarily liable and responsible for paying the rent to CLMHP. In the event that Tenant defaults upon any of its obligations to CLMHP under Tenant's lease, Tenant and Sub-Tenant hereby agree that (1) CLMHP may terminate Tenant's lease and Sub-Tenant's sub-lease; and/or (2) Sub-Tenant shall pay all future rent due under the sub-lease directly to CLMHP upon Sub-Tenant's and Tenant's receipt of a written demand therefor. Upon receipt of such notice, Tenant may not thereafter hold Sub-Tenant liable for any failure to pay rent due under the sub-lease to Tenant. However, CLMHP may thereafter hold Sub-Tenant liable for failure to pay rent due under the sub-lease directly to CLMHP. Tenant hereby agrees that the provisions of this Section 1(a), as well as all other terms of these Rules and Regulations, shall override any provision to the contrary, and be incorporated by reference, in Sub-Tenant's sub-lease with Tenant.

2. Mail rent Payments to: Creek Locks Mobile Home Park LLC  
220 Crow Hill Road  
Delanson, NY 12053

Certified Mail: Creek Locks Mobile Home Park LLC  
8 Railroad Avenue  
Albany, NY 12205

3. Rent payment carries a 10-day grace period. If payment is not received by the 10th of the month, or 10 days from the due date for those existing tenants, a 5% charge will be added to the unpaid rent balance.

4. A one-month's rent security deposit is required with the first month's rent. When the security deposit is received, CLMHP deposits the security in a separate account.(Security deposits being held in: Creek Locks Mobile Home Park, LLC, Tenant's Security Deposit Account, Bank of America, PO Box 25118, Tampa, FL 33622-5118). Interest on the deposit will be handled as follows: Pay Tenant interest at end of year if current security deposit exceeds the current monthly rent.

When the monthly rent is increased, each Tenant will be notified for the additional amount of security deposit that must be forwarded to maintain the security deposit equal to one current month's rent.

5. Please indicate Lot # on your rent payment.

6. It is further understood and agreed, that in the event of a default in the monthly rental payment by the Tenant, CLMHP shall be entitled to commence a summary proceeding, under Article 7 of the Real Property Actions and Proceedings Law, for the eviction of the Tenant and Sub-Tenant, and/or the removal of his/her manufactured home. Tenant and/or Sub-Tenant will be liable to CLMHP for all costs and fees (including reasonable attorneys' fees) associated with the eviction of Tenant and Sub-Tenant and/or removal of his/her manufactured home. **The foregoing costs and fees shall be additional rent due and payable no later than the next monthly installment of rent.**
7. Rent payment will be \$\_\_\_\_\_ per month plus any adjustments under item 63. Any changes in rent will be forwarded to Tenant in writing.

## LEASE

8. Attached you will find a one year lease agreement and a waiver for a lease agreement. Please fill out the agreement of your choice; Tenant must fill out one agreement. A waiver shall constitute the agreement to lease on a month to month basis. The Tenant's failure to return either the lease or waiver shall result in the tenant entering into an oral lease on month to month basis.
9. At end of lease the Tenant may terminate or may renew upon mutually agreeable terms with CLMHP.
10. A Tenant's manufactured home may not be sublet, nor shall there be an assignment of Tenant's lease, without CLMHP's prior written permission. CLMHP reserves right to approve new Sub-Tenants (such consent not to be unreasonably withheld). A CREDIT REPORT OF THE SUB-TENANT IS REQUIRED by CLMHP (to be paid for either by the Tenant or the proposed Sub-Tenant). Even if such permission is granted, Tenant shall remain directly and primarily liable to CLMHP under Tenant's lease and all rules and regulations when subletting the unit. Sub-Tenant and the Tenant shall also sign the Tenant & Sub-Tenant Rules and Regulations.

## OBLIGATIONS OF THE TENANT

11. Each Tenant and/or Sub-Tenant shall keep their lot(s) neat and clean. Lawns are to be mowed, and leaves, refuse, junk and debris raked/picked up, both on a weekly basis. Each Tenant and/or Sub-Tenant shall keep their unit neat, and in good appearance and condition. If a Tenant or Sub-Tenant does not comply with any of the foregoing, CLMHP will perform such tasks and bill Tenant and/or Sub-Tenant **\$50.00** per hour. **Any amount billed to the Tenant and/or Sub-Tenant shall be additional rent due and payable no later than the next monthly installment of rent.** The Tenant and/or Sub-Tenant will not be notified in writing prior to CLMHP performing this work. Boundaries of each Tenant's lot will be set by CLMHP.
12. Tenants and/or Sub-Tenants are responsible for snow and ice removal in their driveways and walkways.
13. All manufactured homes must be skirted underneath within 90-days of entrance into the Park. Skirting must be approved by CLMHP and must be kept up or replaced if it becomes unsightly as deemed by CLMHP in its sole discretion. An emergency access door is required in order for CLMHP to have access to the water heater and sewer lines at all times. The access door must be easily accessible, and not obstructed by decks, fuel tanks, or other items that will impede easy access. If access door is not easily accessible, the skirting will be removed to gain access, and the Tenant will be responsible to re-install skirting within 3 days, or CLMHP will reinstall and bill the Tenant accordingly.

All skirting shall be vinyl in material, as manufactured for standard use in manufactured home skirting applications.

14. Refuse containers are to be placed by the road only on collection days. Refuse is to be kept in cans provided by CLMHP. All containers must be sealed. Separate all recyclables, if not properly sorted, CLMHP will not collect your refuse.

15. Each Tenant and/or Sub-Tenant will be responsible for the disposal of any tires, Christmas trees, major appliances (washer, dryer, TV, refrigerator, etc.), or any items unable to fit within a standard refuse container. Arrangements for disposal can be made through CLMHP for a fee to be determined by CLMHP.
16. Each Tenant and/or Sub-Tenant will be held liable for all actions of their visitors, guests and/or invitees.
17. Tenants must give CLMHP at least 20 days prior written notice of the intention to sell their manufactured home. Any "For Sale" signs must be posted on units only. Do not install any signs on lots. CLMHP reserves the right to approve of new owners (such consent not to be unreasonably withheld). Selling or subletting a unit without prior CLMHP approval of new tenan/sub-tenant shall constitute grounds for termination of Tenant's lease, eviction and/or removal of the manufactured home from the Park.
18. Tenant and/or Sub-Tenant shall give CLMHP 30 days prior written notice prior to vacating the Park and/or unit. The unit and lot shall be left in a clean and neat condition. Any damages or expense incurred by CLMHP to return the unit and lot to their original condition shall be withheld from their security and billed to the Tenant. When removing a manufactured home from the park, the Tenant shall forward in writing 14 days in advance the name of the company or person who will be removing the unit from the Park; a current certificate of insurance for the company and/or the person; and the exact date of when the unit will be removed. A representative from CLMHP must be on site when the unit is being removed.
19. Tenants and Sub-Tenants shall obey all CLMHP's rules and regulations as it may adopt from time to time for the safety, care, and cleanliness of the Park and the comfort, quiet, protection, and convenience of the other tenants.
20. Materials and hook-up costs to the existing utilities will be the responsibility of each Tenant. Water/sewer and electrical connections will be made only by qualified insured personnel approved by CLMHP, and will be the Tenant's responsibility. No Tenant shall tamper with the meter box or other electrical equipment.

## General

21. No pets allowed. Visitors are not allowed to bring pets into the park for any reason.
22. No disabled cars, motorcycles, or debris to be stored on a Tenant's and/or Sub-Tenant lot(s). All vehicles must have plates, be licensed and have current inspection stickers. No large trucks, campers, trailers, buses, boats, snowmobiles, jet skis, all terrain vehicles, motor bikes, etc. are to be stored on Tenant's and/or Sub-Tenant lots. All lawnmowers, bikes, etc. are to be stored in sheds or under the unit.
23. Water may not be used to wash cars, fill swimming pools of any size, water lawns or gardens. Violation of this rule will result in a \$25.00 fee per occurrence. Conserve water at all times. CLMHP will allow water usage for each Tenant and/or Sub-Tenant to clean and wash their trailer once a year.
24. No open fires or burning allowed.
25. All heating fuel and propane tanks must be placed behind each unit at all times. Tanks shall be kept neat and clean.
26. No hunting, target practicing, or discharging of firearms in the Park.
27. Tenants, Sub-Tenants and visitors shall not park on or block roads at any time. Vehicles will be towed at Tenant's and/or Sub-Tenant and/or the vehicle owner's expense.
28. To keep septic tanks and drainage fields open, do not discharge any material that will clog or break pipes. Do not discharge any feminine hygiene products, diapers, coffee grounds, grease, paper towels, etc. into the septic system. Garbage disposals are strictly prohibited. If Tenants and/or Sub-Tenant are found at fault they will be billed by CLMHP on a time and material basis for all repairs. **Any amount billed to the Tenant shall be additional rent due and payable no later than the next monthly installment of rent.**

29. Please use a non-polluting laundry detergent to help keep the sewer systems functional and problem free.
30. Exterior clothes lines must be the umbrella-type. All others are prohibited. Any existing prohibited clothes lines must be removed, or CLMHP will remove them. Clothes shall not be hung on homes, decks, or anything else but the approved umbrella-type clotheslines.
31. No external antennas, poles, wire, etc. are permitted on units or lots.
32. Speed limit in the Park for all Tenants and visitors is 5 MPH, STRICTLY ENFORCED. Tenants and/or Sub-Tenant who continue to violate this speed limit after a warning or notice will be subject to eviction from the Park. Visitors violating the speed limit will subject to expulsion from the Park.
33. Trees and shrubbery must not be cut, pruned, or removed without CLMHP's permission. Any damage done to trees and shrubs will result in charges to the Tenant and/or Sub-Tenant. **Any amount billed to the Tenant and/or Sub-Tenant shall be additional rent due and payable no later than the next monthly installment of rent.**
34. No parking on lawn areas for any reason. NO EXCEPTION. All utilities are buried below ground, any parking on lawn areas may result in damages to the utilities and major costs charged to the Tenant and/or Sub-Tenant.
35. Due to the numerous buried utilities throughout the Park, no structures, grounding rods, fencing, alterations of existing plantings, new plantings, masonry, bituminous or concrete work on driveways or walks shall be constructed without written authorization from CLMHP. Any structures that are existing or built in which cannot be removed without damage to the property shall become the property of CLMHP and the Tenant and/or Sub-Tenant shall have no claim for reimbursement.
36. Any additional appurtenances, (such as decks, storage sheds, etc.), built onto the lot or unit is subject to tax assessment that could result in increase in rent. Any and all structures are subject to local building codes and laws.
37. Fishing, bicycling and use of the Park's common grounds are for Tenants and/or Sub-Tenants use only, and AT THEIR OWN RISK. Boating and swimming are prohibited. Do not use the Park's roads for play areas, bicycling, roller skating, inline skating, etc...use is AT TENANT'S OWN RISK. Pedestrians in use of the roads must yield to vehicular traffic at all times. All of the Park roads have speed bumps installed to control the speed of traffic for the safety of all residents in the Park. The roads are not to be used as a playground. Care and respect, should be given by all Tenants and/or Sub-Tenants when using the Park's roads and common grounds. Persistent violation of the use of the Park's common grounds and roads will result in eviction from the Park.
38. No peddling, soliciting, commercial enterprises, childcare, nursery, or businesses shall be conducted from the units in the Park. NO EXCEPTIONS. No garage or yard sales are permitted.
39. CLMHP reserves the right, upon 10 days prior written notice to the Tenant and/or Sub-Tenant, to enter upon the lot to dismantle and remove any eyesore or other accumulation of materials not properly stored or other structures constructed without the written permission of CLMHP. **The costs of any such removal shall be chargeable to the Tenant and/or Sub-Tenant as additional rent due and payable no later than the next monthly installment of rent.** CLMHP shall not be liable for any loss or damage occasioned by such removal.
40. Anything that has to be stored must be placed in a CLMHP approved type shed or under the Tenant's manufactured home.
41. CLMHP has the right and may inspect the site and under the Tenant's manufactured home at any time.
42. Any Tenant and/or Sub-Tenant or visitor found tampering with any electrical service, meters, telephone and cable boxes, water and sewer lines, CLMHP's buildings or structures, shall be grounds for termination of Tenant's lease, eviction, as well as criminal prosecution.

- 43. If any EMERGENCY arises please contact PAUL WINNIE at (518) 895 - 8506.
- 44. Please respect your neighbor's rights. Do not allow your children to play around another Tenant's home without permission from your neighbor. Do not disturb neighbors with a loud radio or TV. Do not leave motors running when it disturbs neighbors, especially in the early morning hours.
- 45. Only one "family" shall occupy a residence. Only one guest may visit for one week, or for a cumulative period of 7 days, during a 12-month period of time. After this period of 7 days, there will be a guest charge of \$5.00 per day. Anyone not listed on the lease and/or Rules and Regulations will be considered a guest. Please list below all members that will be living in the unit, and relation to the person signing the Rules and Regulation Agreement. Please list ages of children if under the age of 18.

_____	_____
_____	_____

The Tenant and Sub-Tenant signing this Agreement hereby accepts the responsibility for all persons residing in their home, and agrees to be held liable for all their actions.

- 46. Additional and supplementary Rules and Regulations will be added upon reasonable notice (no less than thirty (30) days) and per CLMHP's discretion.
- 47. Violation of these Rules and Regulations may result in additional fees, loss of security deposit, termination of rental privileges and/or eviction.
- 48. If a Tenant, or Sub-Tenant, or anyone occupying the manufactured home, is in violation of any Rule or Regulation established by CLMHP and has continued the violation for more than (10) days after being notified to correct and cease the violation within the time period of (10) days after receipt of said notice and the violation continues, or the Tenant, or Sub-Tenants or anyone occupying the manufactured home is a persistent violator of the Rules and Regulations, CLMHP may serve written notice upon the Tenant and/or Sub-Tenant terminating his/her lease and/or sub-lease and directing that the Tenant and/or Sub-Tenant vacate and/or remove the unit from the Park within thirty (30) days of the receipt of said notice.
- 49. Unless written permission is given by CLMHP, only new manufactured homes will be allowed into the Park.
- 50. By signing these Rules and Regulations, Tenant and Sub-Tenant each acknowledge that he has had adequate opportunity to review the terms hereof and/or consult with counsel of Tenant's or Sub-Tenant's own choice regarding same.
- 51. By accepting tenancy in the Park, the Tenant and Sub-Tenant agrees to abide by these Rules and Regulations, and to accept full responsibility for damage done by said Tenant's and/or Sub-Tenant's children, invitees and guests, and to abide by all Federal, State, and Local Laws. CLMHP reserves the right to evict any objectionable person or persons who may cause a disturbance or become a nuisance within the boundaries of this Park. CLMHP shall be the sole judge of the existence or cause of such action. The Tenant and/or Sub-Tenant further agrees to pay all costs and fees (including reasonable attorneys' fees) that CLMHP may incur as a result of the Tenant's and/or Sub-Tenant's breach of his/her lease or sub-lease and/or these Rules and Regulations, including, but not limited to, any action necessary to collect any monies owed to CLMHP or by CLMHP to enforce these Rules and Regulations. **The foregoing costs and fees shall be additional rent due and payable no later than then next monthly installment of rent.**
- 52. No swimming or wading pools of any size.

53. No playground equipment, including but not limited to: swing sets, slides, sand boxes, as equipment by "Playskool" or similar, that is compact, made of plastic and can be dismantled and stored under the unit or in the shed is permissible.
54. Standard row-boats or canoes are permissible in the Park, but these boats must be stored under the Tenant's unit, and not stored in the common areas of the Park. For those Tenants and/or Sub-Tenant's whose lots border the creek, they can store their boats on the backside of the embankment near the creek, and on their own lot. There is a limit set to one boat per Tenant or Sub-Tenant.
55. No construction debris from remodeling of anyone's unit, deck or porch will be picked up. Normal household-refuse removal only. Do not overload refuse containers. Each container should not weigh more than approximately 45 lbs.
56. Yard Debris: During Autumn, CLMHP places wagons around the Park for all Tenants and/or Sub-Tenants to use, for depositing their leaves from Autumn clean-up. During the other times of the year, each Tenant and/or Sub-Tenant is still responsible to maintain their lot, and deposit yard debris down in the compost pile located to the right of CLMHP's blue storage building. The compost pile is for leaves, branches and natural yard debris only. Tenants are not to deposit plastic bags, debris from deck removals, or any other type of material at this location.
57. CLMHP will supply 1 refuse can and 1 recycle bin per unit. If you would like additional cans, we can supply them to you at an additional charge of \$13.00 per month per can. (please see additional information stated in letter to Tenants dated 12/17/02 & 12/23/02). Tenant and/or Sub-Tenant shall be responsible for any lost or stolen bins and will be charged if bin is lost or stolen at replacement value. **Any amount billed to the Tenant and/or Sub-Tenant shall be additional rent due and payable no later than the next monthly installment of rent.**
58. If any part of these Rules and Regulations is deemed to be found illegal or otherwise unenforceable in a court of law, the remainder shall not be deemed illegal or otherwise unenforceable as a result thereof, and shall remain in full force and effect.
59. Some lots are within the 100 year flood plain. It is recommended that unit owners raise their home to or above the 100 year flood plain. Each Tenant shall obtain Flood Insurance for their manufactured home and its contents. Upon request, CLMHP can supply you with the 100 year flood plain elevation for your unit.
60. Older units may require new siding and skirting in order to remain in the Park. CLMHP will notify those Tenants who need to provide such improvements to their homes in order for them to remain in the Park. CLMHP will provide those Tenants with a minimum of 90 days to make any substantial required improvements. Such improvements must also be completed prior to the selling of the home and any approval of any new tenant or sub-tenant coming into the Park. Existing storage sheds must be kept in proper repair, and may require replacement, painting and/or siding in order to remain. Tenants will be notified in writing of any deficiencies, corrections, removals and / or repairs that will be required. To avoid notification and potential expulsion from the park, Tenants should maintain their lots, homes, decks, additions and sheds in proper condition at all times.
61. All Tenants shall be required to acquire and maintain Manufactured or Mobile Homeowners Insurance coverage and provide CLMHP with a certificate of insurance on a ML3 form ("all risk"), including Flood with a minimum value of \$ 300,000.00 liability and \$ 5,000.00 in Medical Payments. "Creek Locks Mobile Home Park, LLC" shall be listed on the policy as an "Additional Insured". If Tenant fails to acquire and/or maintain such insurance, CLMHP may force-place such insurance and bill Tenant for the cost of such insurance. **Any amount billed to the Tenant shall be additional rent due and payable no later than the next monthly installment of rent.**

If home resides within the 100 year Flood Plain, the Tenant shall purchase a separate Flood policy from National Flood, and provide copy of insurance certificate to CLMHP.

Any contractors or vendors, who perform work on your home or lot, are required to have a minimum of a \$ 500,000.00 liability limit with proof of workers compensation. "Creek Locks Mobile Home Park, LLC" shall be named as "Additional

Insured” on each certificate. Failure to have the contractor vendor supply this insurance will result with their immediate removal from the park, and/or the eviction proceedings of the Tenant. Certificate of insurance shall be provided to CLMHP prior to any work commencing.

Any contractor who works on your home, must be certified in New York State as a “certified Installer or Mechanic” of manufactured homes, and provide a copy of their current certifications to our office.

By signing these Rules and Regulations, the Tenant agrees to provide these minimum insurance requirements, and agrees to hold harmless CLMHP of all acts of the Tenant and/or Sub-Tenant, their families, visitors, contractors, vendors or any person or entity associated with the Tenant and/or Sub-Tenant that shall enter the Park.

Thirty day written notice of change or cancellation of insurance policies is required.

Current Insurance certificates shall be issued to CLMHP prior to Tenant taking occupancy in the Park. Failure to maintain insurance limits as noted above will result in eviction from the Park.

62. Any Tenant who has a petroleum (oil) tank on their lot is responsible for the maintenance of the tank. Any manufactured home being set or tank being replaced must be approved by CLMHP. All tanks shall be a double-wall containment tank. When removing any petroleum tank from the Park, the Tenant shall forward in writing 14 days in advance the name of the company or person who will be removing the tank from the Park; a current certificate of insurance for the company and/or the person; and the exact date of when the tank will be removed. A representative from CLMHP must be on site when the tank is being removed. If any spill or leakage shall occur, the Tenant will be responsible for the complete cost of cleaning and remediation of any contamination that may occur (including reasonable attorneys' fees). **The foregoing costs and fees shall be additional rent due and payable no later than the next monthly installment of rent.**

### 63. PROPERTY & SCHOOL TAX RENT ADJUSTMENTS

The current base rate rent at CLMHP includes:

- Water
- Sewer
- Refuse removal
- Use of the Park’s common grounds and other items identified in your lease or the rules and regulation of the park.
- Property and School taxes up to \$ 10,000.00 in assessed value of your home.

For those manufactured homes that have an assessed value of \$ 0.00 to \$ 10,000.00, you will have no tax rent adjustment made to your rent. For those who qualify for the Star Program, their rents are reduced in accordance with the information forwarded to us from the Town of Ulster’s Assessment Office.

For those manufactured homes whose values exceed the \$ 10,000.00 value, there will be a tax rent adjustment to reflect the additional costs in taxes we are assessed and pay for your home.

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Current tax rates are as follows: (As of February 1, 2011)

- School Tax: \$ 30.32 / \$ 1,000.00 of value Tax rate is established from 7/1/10 thru 6/30/11
- Property Tax: \$ 15.89 / \$ 1,000.00 of value. Tax rate is established from 1/1/11 thru 12/31/11

**Total combined tax rate of \$ 46.21 / \$ 1,000.00 of value**

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For those homes who exceed the \$ 10,000.00 value, for each dollar in value over the \$10,000.00 in assessed value, your rent will be increased at a rate of \$ .04621 per dollar over the \$10,000.00 in assessed value, divided equally by 10 monthly rent payments, with the other two months being charged at the base rent rate.

Example: If your home is assessed at \$ 22,000.00, your tax rent rate adjustment would be calculated as follows:

Assessed value:	\$ 22,000.00
Less Park's assessment allowance:	<u>- 10,000.00</u>
Amount of assessment above park's allowance:	\$ 12,000.00

Rent adjustment: \$ 12,000.00 x .04621 = \$ 554.52 dollars / 10 months = \$ 55.45 per month

If your total home's assessed value is below the park's allowance of \$ 10,000.00, there will be no deduct rent adjustment.

When the tax rates changes, or your assessment changes, your tax rate rent adjustment will be adjusted at that time, and you will be forwarded a letter indicating your change. Please note that these adjustments will be made even though you have a current lease. Your lease is for the base rate rent for the park, which sets the base rate rent of your lot for the listed specific period of time. This holds true for the Star Program, when this information is provided to us, your rent is adjusted at the time we receive this information, and you are notified in writing of the change.

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Ways to lower your tax rate adjustment:

1. File grievance with the assessor's office to discuss the lowering of your home's assessment. Creek Locks Mobile Home Park does not calculate the assessed value of your home; the assessed value is set by the Town Of Ulster.
  2. File for the Star Program. It is possible that if you qualify, your tax rent adjustment can be eliminated and you may even qualify for a rent reduction below your base rent rate. Information regarding the Star Program can be obtained by contacting the Office of the Assessor at the Town of Ulster. Their phone number is: 845-331-1317.
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For those tenants that were established prior to July 1, 2005 and continue to own their home, they have been grandfathered in under the old rental rate structure.

For those tenants who have moved into the park, purchased, inherited, repossessed, took title or assumed or taken possession of a home by any other means for a home after July 1, 2005, are all subjected to this tax rate rental adjustment.

If you have not received your tax rate rent adjustment, this means that we have not received your homes total assessed value from the Town of Ulster or that your current assessed value falls at or below the \$ 10,000.00 value.

64. Destruction/Abandonment of Manufactured Home.

(a) If the Tenant's manufactured home has been destroyed (such determination to be in the sole discretion of CLMHP), he/she shall remove the unit and all of its accessory structures and contents from the Park within thirty (30) days



of a written demand by CLMHP. If Tenant has failed to remove his/her manufactured home from the Park within thirty (30) days of the aforementioned notice, the Tenant hereby appoints Paul J. Winnie, a manager, member and agent of CLMHP as his/her lawful agent/attorney in fact ("Agent") to take any and all steps needed to remove and dispose of the unit and its accessory structures and contents from the Park. The powers being given hereunder are being coupled with an interest, and shall be irrevocable until such time as the removal of the Tenant's unit shall be completed.

Tenant understands and acknowledges that, even though the Agent is empowered to remove the Tenant's unit, Agent is under no obligation to do so. As the owner, the Tenant shall remain fully responsible to pay all costs and expenses (including reasonable attorneys' fees) related in any way to the removal and disposal of the unit, and all of its accessory structures and contents from the Park. All of the foregoing shall be considered additional rent due and payable under Tenant's lease. Tenant hereby releases CLMHP and Agent from any liability associated with the removal of the unit, and all of its accessory structures and contents from the Park. Tenant further agrees to indemnify, defend and hold harmless CLMHP and the Agent, and their respective agents, employees and/or representatives, from any claims that may be made against them (including, but not limited to, claims that may be made by others in Tenant's unit), whether by litigation or otherwise, as a result of the removal and disposal of the unit, and all of its accessory structures and contents from the Park.

(b) If the Tenant's manufactured home has been vacant for a period of 180 days without notice to CLMHP (or 90 days if a warrant of eviction with respect to the unit has been issued), CLMHP may institute a special proceeding pursuant to Article 7-B of the RPAPL to remove the unit from the Park and/or otherwise dispose of it. The Tenant shall be liable to CLMHP to pay all costs and expenses (including reasonable attorneys' fees) related in any way to such proceeding and the removal and/or disposal of the unit, and all of its accessory structures. All of the foregoing shall be considered additional rent due and payable under Tenant's lease.

(c) Tenant represents that his/her manufactured home [ ] IS [ ] IS NOT free and clear of all liens and encumbrances. Tenant agrees to promptly notify CLMHP should this change at any time in the future.

If there are liens (mortgages) on the home, please provide the following information:

Lien Holder: \_\_\_\_\_

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

Phone / Fax: \_\_\_\_\_

(d) All rights and remedies of my Landlord shall be cumulative and may be exercised singularly or concurrently.

65. Holdover. At the termination of the term of Tenant's and/or Sub-Tenant's lease or any renewal period thereof, by lapse of time or otherwise, Tenant and/or Sub-Tenant will yield up immediate possession of the premises to CLMHP. If Tenant and/or Sub-Tenant retains possession of the premises or any part thereof after the termination of the term by lapse of time, a month-to-month tenancy shall be deemed to have been created, subject to these Rules and Regulations, except that Tenant's and/or Sub-Tenant's monthly rent shall be increased by 50%. The provisions of this paragraph shall not constitute a waiver by CLMHP of any right; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate the tenancy for a breach of any of the covenants herein.

66. Tenant, Sub-Tenant and CLMHP each hereby irrevocably consent to the non-exclusive jurisdiction of the Courts of the State of New York and/or Federal Courts sitting in the County of Ulster in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Tenant and Sub-Tenant waive any objection which they may have based upon lack of personal jurisdiction, improper venue or forum non conveniens.

I, the undersigned, have read and understand the Rules and Regulations and agree to abide by them. By signing below I am providing a personal guarantee for all costs associated with these rules and regulations. (Please print your name below your signature if not already typed in)

\_\_\_\_\_  
 CREEK LOCKS MOBILE HOME PARK LLC  
 Paul J. Winnie  
 Member

\_\_\_\_\_  
 (Name Signed) Tenant

\_\_\_\_\_  
 (Name Printed) Tenant

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Name Signed) Sub-Tenant

\_\_\_\_\_  
 (Name Printed) Sub-Tenant

\_\_\_\_\_  
 (Date)

**For Lot #** \_\_\_\_\_

Other Occupants;

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Tenant

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

Notary Public

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Sub-Tenant

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

Notary Public

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_