

# *Leatherstocking*

## *Mobile Home Park, Inc.*

Route 168 • Fulmer Creek Road • Mohawk, NY



## **Park Policies**

Issue Date: January 1, 2011

Office: 2089 Doolittle Road  
Sauquoit, NY 13456  
[www.leatherstockingmhp.com](http://www.leatherstockingmhp.com)

Phone: (315) 723-4270  
or Emergency 839-5691  
[leatherstockingmhp@yahoo.com](mailto:leatherstockingmhp@yahoo.com)

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Park Location: Route 168 Fulmer Creek Road, Mohawk, NY  
Office: 2089 Doolittle Road, Sauquoit, NY 13456

## **PARK POLICIES AND GENERAL INFORMATION**

Violations of any park rules or regulations described in this policy will be sufficient cause for eviction, in accordance with the real property law. It is our hope that the tenants will realize the value of these rules to preserve safety and attractiveness for the benefit of all residents.

Management reserves the right to change, alter and amend the foregoing rules and regulations as deemed necessary with a 90-day advance written notice to all tenants.

### **General Information & Phone Numbers**

Park Owner: Jane Brennan (315) 723-4270  
or 839-5691 in case of emergency

NY State Police: 866-7111

Fire and Ambulance: 911

Mohawk Post Office: 866-1720

Time Warner Cable: 895-7704

National Grid: (800) 642-4272

Town Of German Flats Codes Enforcer: 717-2191

Assessor (For STAR Program): 866-3993

\*Waste Management Pickups are on Tuesday mornings

Rent payable to:

Leatherstocking Mobile Home Park, Inc.  
2089 Doolittle Road  
Sauquoit, NY 13456

# Leatherstocking Mobile Home Park, Inc. Policies

## Section 1.) Terms and Conditions of Tenancy:

1. All new residents are required to register with management by calling 723-4270 prior to arriving at the park. No additional persons other than registered residents are to reside in any mobile home. Additional occupants must get written approval by management. In the event that a resident does not register with management for permission to reside at Leatherstocking Mobile Home Park, a residency application will be given to that resident. The resident will then have 72 hours to complete and return the residency application form. Approval or disapproval will then be given in writing by management for residency in a timely manner. If management denies residency or if the residency application is not returned within the 72 hours, the resident will then be considered a trespasser. All trespassers are required to leave the park immediately.
2. A \$500 security deposit that includes a \$15 mailbox key deposit is required prior to occupancy, without exception. The security deposit will be returned **directly to the person who originally paid it** after tenant leaves lot in a neat and clean condition and all charges are current. At no time will this apply to rent arrears or last month's rent. Annual security deposit statements are sent by October 31<sup>th</sup>. The statement balance reflects the principal plus interest as of September 30<sup>th</sup>.
3. All new residents must provide: information regarding their residence for the past three (3) years, \$45 non-refundable application fee, and allow a release of credit information relative thereto. All new residents also must be financially able to reside and maintain their home while renting their site, as well as understand all park policies and communications. Upon acceptance for residency, parking permit stickers will be issued.

4. All residents need to provide proof of insurance for their mobile home that includes property and liability coverage. Acceptable proof of ownership of the home should be provided for new tenants as well.
5. While on extended absences (more than seven [7] days), residents should notify management of these dates. However, management is not responsible if damage should occur to tenant's property.
6. The lot is leased to be used only for private mobile home residence purposes and will remain under the control of management. No peddling, soliciting, or commercial enterprise will be allowed in the park.
7. \$220 monthly rent for single-wide sites or \$250 monthly rent for double-wide sites is due on the first day of every month, in advance and without demand. Lot rent is due as long as a home is occupying a site, whether lived in or not. If your rent is not postmarked by the 10<sup>th</sup>, there will be a late penalty of 5% (\$11) due with your payment. If the 10<sup>th</sup> of a month falls on a day the Post Office is not open, rent mailed the next business day will be considered on time. Rent presented late more than three times a year will not be accepted and may be reasonable cause to evict. Payments must be made in full. Partial payments will not be accepted. The amount of rent is not negotiable. Checks returned for insufficient funds will be charged \$30 to the tenant. In the event that lot rent remains unpaid by the 20<sup>th</sup> of a given month, the tenant will be officially served a legal 3-day/30-day notice. This processing fee will be passed on to the tenant and charged as additional rent for \$50. (For example, if July rent for a single-wide site is still unpaid on July 20<sup>th</sup>, tenant will then owe \$220 rent plus \$11 late fee plus \$50 process fee for a total of \$281.)
8. If tenants fail to pay rent, or other charges associated (such as late fees, lawn fees, insufficient funds, etc.) the steps in #7 above will apply.

9. The set up of all new mobile homes shall be in accordance with the specifications of management and local codes law. Any changes to homes or lots (new or existing) must comply with local codes laws.

A.) Skirting: Every mobile home must be skirted with vinyl within 30 days of occupancy and comply with local ordinance, if any, that requires skirting. Any skirting that has fallen down, or has been damaged, must be replaced immediately. Any fine levied by the Town of German Flatts for violations of skirting ordinance will be the responsibility of the tenant. No homemade skirting will be permitted.

B.) Additions: Any additions such as decks, awnings, sun rooms, carports, and others must be constructed with manufactured products only and must be approved in writing by management before any work commences. No permanent structures will be allowed to be built on park property. Any additions including storage buildings will be in compliance with all state and local building codes. Permits and licenses for any of the above mentioned structures will be the responsibility of the tenant and must be in the possession of tenant before construction begins.

C.) Storage Buildings: As of January 1<sup>st</sup>, 2003 no metal buildings will be allowed. Only approved wood or vinyl buildings will be allowed. No more than one (1) building per lot. All buildings to be placed on the lot must be approved in writing, in advance, by management. Storage buildings should not be larger than 100 square feet. These buildings are required for storage of lawn and garden equipment, boxes, cans, bottles, toys, bicycles, etc.

D.) Pet Fencing: Fencing will be supplied and installed by the park at no cost to the tenant. Only PVC or vinyl will be used. The fencing will remain the property of the park. Any other fencing already in place as of January 2008 is allowed to stay but can be replaced by the park at the request of the tenant.

E.) Permits: In accordance with the rules and regulations, statutes, and/or ordinances of the Town of German Flatts, each new mobile home will be required to have a Town of German Flatts Mobile Home Permit before being placed on your lot.

F.) Sewer Lines: Residents are responsible for keeping their sewer lines clear between their homes and the ground connections. Do not flush paper towels, disposable papers, liners, sanitary napkins, contraceptives, coffee grounds, grease, clothing, and food particles down kitchen or bath drains. Any repairs caused by failure to keep such sewer lines clear and free of obstruction will be charged to the tenant of record as additional rent and is collectable in summary proceedings.

G.) Improvement To Lot: Other than original seeding, landscaping at Leatherstocking Park will be the responsibility of the tenant. Planting of trees, shrubs, and other plants are encouraged, but must first be approved in writing by management. If approved and planted, such trees, shrubs, and plants become fixtures to the property and may not be removed or disturbed even after your tenancy terminates. If trees become too large over time, it will be the tenant's (person who planted) responsibility to pay for the removal. Management reserves the right to determine when the tree becomes too large.

H.) Exterior Home Improvements: Any improvements to home siding or roofing must be constructed with manufactured products only and must be approved in writing by management before any work commences.

I.) Further Maintenance: The landlord will provide water, septic, and electric connections to the site. The tenant is responsible for the connection and maintenance of equipment from the site to the mobile home itself. The tenant also is responsible for heat tape on all mobile homes. Each tenant will be responsible for making tight

and approved connections to utilities. Septic line connections shall include a rubber donut gasket at the point of attachment to park outlets. Alterations and/or damages to utilities connections due to disregard of park regulations or carelessness on the part of the tenant and/or family members, guests, or invitees will be the tenant's responsibility to repair. The landlord provides weekly trash pick up for each site.

10. Residents shall give one full month's written notice prior to the first of the month of their intent to vacate. Failure to give such notice will obligate residents for an additional month's rent. The lot is to be left in a clean and rentable condition.
11. Management shall not be liable for any damages claimed for injury to residents, their guests, or invitees, or licenses, or for property damage from any cause, related to residents occupancy of the space, including those arising out of damages or for losses occurring in the areas adjacent to the space or for loss of personal property, mobile home parts or equipment. Residents hereby covenant and agree to indemnify and hold harmless management from all costs and expenses including attorney's fees, liability, loss or other claims or obligations because of or arising out of such injuries, damages, or losses. Management shall not be liable for any damages occasioned by failure to keep the park premises in repair, and shall not be liable for any damage due to 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 space or park premises, nor for any damage arising from acts of neglect of co-residents, occupants or owners of adjacent or contiguous spaces and property. Residents are not permitted to go within 10 feet of the creek bank. If you do so, this is at your own risk.
12. All tenants that are considered to be in good standing will

be given the opportunity to sign a one year lease. Without the lease, the residents are treated as month to month residents if the owner-management accepts their rent. A month to month resident may be terminated by either party presenting a one month written notice.

13. Intent to sell your mobile home is to be presented in writing to management within 20 days of intent. It is suggested that if the proposed purchaser intends to rent the site, applications, deposits, and park policies will be applicable without exception. Management reserves the right to deny residency if reasonable cause exists.
14. All new mobile homes entering the park must be H.U.D. approved and any mobile home presently in the park which is not H.U.D. approved must be removed there from upon a sale or transfer.
15. All residents will be given the opportunity to apply for the STAR program. If the park experiences tax savings, the savings will be passed on to the tenant as reduced rent. For example, if \$120 per year is saved, tenant reduces rent by \$10 per month for a year. Detailed information can be obtained by calling the Town of German Flatts Assessor's Office. The phone number is in the front of this booklet.
16. In the event a tenant has been evicted or been denied residency, that person will not be allowed to reside on any lot within the park.

## **Section 2.) General:**

1. Each tenant's lot is private ground and cannot be used as a thoroughfare from one lot to another.
2. Sublet: should the resident sub-let without following the procedures of the real property law §233(t), the owner-management will have reasonable cause to evict. (see above guidelines for sales #13)



3. Drunkenness, fighting, and unbecoming conduct will not be permitted.
4. Loud talking, radio, television, or other noise capable of disturbing a neighbor in any manner will not be permitted.
5. Common areas are described as: A) all mowed area near pump house and B) all mowed area near creek from northwest edge of Mike Drive to southwest edge of Frank Drive. These areas are for use of all residents and are to be kept clear of all tenants personal items.
6. Alcoholic beverages are not to be served or to be consumed in any common area that is park property.
7. Snow shall not be moved onto the road or onto another's lot. Management reserves the right to have vehicles towed from streets if they are in the way of snow plowing. In such a case, the cost of towing will be passed on to the tenant responsible as additional rent.
8. Periodic special requests posted on the bulletin board are expected to be followed and are considered to be part of this policy (example, conserve water on a dry year, etc.)

### **Section 3.) Mobile Homes and Spaces:**

1. All new homes entering the park must be equipped with manufactured house siding and manufactured shingle roof.
2. All mobile homes must be parked on the site in a spot designated by management. Boundaries for each lot are identified by orange markers flush with the ground in each corner of site.
3. Initial set up of the mobile home is the tenants responsibility. Tenants are also responsible for all costs of necessary maintenance and repair of utility hook-ups, including any deposits or fees required by utility companies, heat tapes, above ground water and sewer connections, oil lines and leveling. New homes should install fuel tanks in back of home off of the ground. It is suggested that security measures be taken to prevent theft/vandalism and protection from the elements. New

and current tenants will be responsible at all times for any spillage or environmental issues on their site.

4. Residents must maintain their mobile home and space (clean, mowed, trimmed, and free of debris) at all times at their own expense. If maintenance is not preformed, management reserves the right to mow lawns and make necessary improvements, and charge the residents for the cost and expenses of the same. The lawn mowing fee will be \$25. Management reserves the right to determine whether a lot needs cleaning or improvement.
5. Trash and garbage shall at all times be kept in sealed containers only. All garbage should be put out for the truck on a weekly basis. Storing garbage for more than one week's time will not be permitted. Tenants are expected to comply with all regulations with regard to recycling and garbage pickup.
6. Firewood piles are only allowed if stacked neatly in an area near the back of the lot (furthest from road). The size is limited to 1 cord (32 square feet). Any outdoor fireplaces should only be used for burning firewood per German Flatts Codes Department.
7. Only umbrella style clothes racks will be allowed for hanging laundry. These racks are to be placed in the back of the home and not easily visible from viewing the front end of the home. These umbrella racks will be supplied and installed by the park at no cost to the tenant. These racks will remain property of the park. Clothes lines will only be allowed with written management approval.
8. Holiday decorations should be taken down and put away no later than 30 days from the date of the holiday.
9. Above ground pools (including easy-set and similar brands): Tenants should obtain written approval from park management before erecting any kind of pool. This also will require a permit from the Town of German Flatts. Be aware that this also will require proper fencing, electric

connections, etc. All codes regulations will need to be followed with no exceptions. Management will designate the site of pool location. In addition, tenants with pools will be required to show proof of additional liability insurance coverage for a minimum of \$100,000.

10. Coveralls for vehicle storage are NOT allowed.

#### **Section 4.) Children and Guests:**

1. Parents shall be held responsible for the conduct of or any damage caused by their children and guests anywhere in the park. Management reserves the right to take any corrective measures necessary in such instance.
2. Children are not to play in the roads or parking areas used for traffic. Bikes and toys are not to be left or parked in the roadways.
3. Children shall not play on other tenants' lots unless permission is granted.

#### **Section 5.) Automobiles:**

1. Speed limit for all vehicles within the park is 10 miles per hour. Remember, small children live in our park!
2. Parking space is provided for each mobile home. Only conventional automobiles or mid-sized pick-up trucks are to park at the home space. All vehicles should be parked in the driveway and not on the grass.
3. Snowmobiles, mopeds, dirt bikes, and 4-wheelers will not be allowed to operate in the park and will only be allowed to be stored in utility sheds.
4. Unregistered/uninsured vehicles will not be permitted in the park. Such vehicles will be towed at owner's expense as additional rent. Management will give advanced written notice with a time limit before towing.
5. No parking is permitted on the main streets after the first snowfall. (Also see policy section 2, item 7.)
6. Parking or driving on any grass areas in the park is not permitted. Tenants are responsible to inform their guests of this rule.

7. Repairing of vehicles, especially oil changes, is not permitted in the park.
8. Parking for one (1) camper or boat (not both) will be allowed, provided it is kept neat in appearance and well trimmed around. The camper or boat must be licensed and insured.

### **Section 6.) Pets:**

1. Tenants are required to contact management to request permission **before** getting a pet.
2. All pets must be licensed and registered and proof shown if requested. All pet feces should be picked up and disposed of immediately.
3. Pets must be controlled at all times and not allowed to wander beyond the bounds of your own lot. Pets that become a nuisance to others must be removed from the park. (i.e: noisy, odorous, or unruly behavior).
4. A pet that shows aggressive behavior will have to be removed from the park immediately. The following breeds of dogs are not allowed: Doberman, Pitbull or Rotweiler.
5. There is a limit of 3 pets per rented lot.
6. All cats and dogs are required to be spayed or neutered and show proof of such if requested.

### **Section 7.) Storage Building Policy:**

1. All new homes and/or new tenants coming into the park must have a storage building on the site along with the home within 90 days of tenancy. This building should be approved by management before it will be allowed on the site.
2. Prospective tenants purchasing a home already on site from Leatherstocking Mobile Home Park, Inc. will have a choice to either of the following:
  - A.) Purchase a storage building on the site from Leatherstocking at our cost (\$1,100 at the time of this issue).
  - B.) Rent the storage building on site from Leatherstocking at a cost of \$15 per month payable along with lot rent.