

LAKE ERIE MOBILE HOME PARK LEASE AGREEMENT

Under this Agreement, made in duplicate this the ___ day of _____ 201__ by and between "LAKE ERIE MHP LLC", (hereinafter referred to as "the Owner", and, jointly and individually, _____ (hereinafter referred to as "you", "the Resident", or the "Lessee"), the parties agree to the following terms and conditions:

WITNESSTH

(1) **PREMISES:** The Owner agrees to rent to you Lot # _____, (hereinafter referred to as the "Premises") located at "Lake Erie Mobile Home Park", a land lease manufactured home community at 3742 East Main Road, Fredonia, NY 14063. The Premises is approximately 100 feet by 50 feet and contains approximately 5,000 square feet. It is understood by the parties that the Lessee has inspected the premises before entering into the agreement and that the Lessee has found everything in order. The Premises shall be used for a manufactured home residence and for no business or other purpose. It is agreed that there are only ___ people who will be residing upon the Premises, (list all Tenants), _____, and that assignment of this lease, renting out, or subletting of the Premises is not permitted. Shed is owned by Lessee.

(2) **TERM:** The term of this Lease begins on the ___ day of _____, 201__, and ending at noon on the last day of May, 2014, with the right to renew through May, 2015 under the then prevailing park rent structure if You are in compliance with this Lease.

(3) **RENT, RENT PAYMENT & SECURITY DEPOSIT:** The total rent for the Premises is \$ _____ for the term of this lease. You will pay the total rent in monthly installments of \$ ___ on or before the first day (Due Date) of each month. The first rent payment is due on the **first** day of _____, 2013. Additional rent for pets is due with the rent payment in the amount of of \$ _____ per month for _____ pet(s) owned by Resident. **Additional rent for water usage:** Residents will also pay for water and sewer. The current rate is 1.3 cents per gallon and is subject to change upon thirty (30) days notice. Each resident must maintain a working water meter on their home. In the event a water meter should be defective or inoperable, your water and sewer bill will be estimated based upon your usage in prior months. The postmarked date shall determine the date of rent payment. The rent is to be paid only by check or money order payable to "LAKE ERIE MHP LLC" and mailed to LAKE ERIE MHP LLC, P.O. Box 577, Gales Ferry, CT 06335-0577. When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Please call 860-464-6789 if you have any questions Each rent payment shall contain your site address. Rent not paid by the first shall be considered delinquent. Each payment shall be applied first to any late fees, returned check fees, and back due rent, with the balance then applied to the current rent due. Your cancelled check shall constitute written receipt for each rent payment. The Owner's costs in making replacements and repairs required due to your negligence, recklessness, illegal activities, or violations of the terms of this agreement shall be payable by you as additional rent under this Agreement including labor costs at the rate of \$50 per hour and materials. You have given us a security deposit of \$ _____. We may keep all or part of your deposit if you do not pay your rent or accrue damages under the terms of this Lease or Lake Erie Rules and Regulations, Entry Requirements and Standards, attached hereto as Addendum A and made a part hereof.

(4) **STAR PROGRAM:** Owner will pass through monthly to qualified residents any New York State Tax Relief credits received on Resident's behalf. To qualify, Resident must provide park management with proof of registration in the program and Owner must receive the funds from the program.

(5) **LATE PAYMENT & RETURNED CHECK FEES:** (a) A late payment fee of five percent (5%) \$19.00 shall be added for rent not paid within thirteen (13) days of the Due Date. (b) A fee of \$40 will be assessed for any check returned unpaid. (c) The Owner is under no obligation to redeposit or return any unpaid check. (d) Any rent, late fee, or returned check fee not paid in full by the 13th day of each month constitutes a cause for eviction proceedings.

(6) **OPTION TO RENEW LEASE:** The Resident shall have an option to renew this Lease for an additional one (1) year under similar terms and conditions as are included herein, with the exception of the rent. The Resident shall give the Owner written notice of the Residents intention to renew this Lease at least sixty (60) days prior to the expiration of this Lease. It is agreed that the Resident, if he holds over and/or continues to occupy the Premises on a month to month basis without the benefit of a signed Lease Agreement, will have the same benefits and the same obligations as he would have had if he executed the tendered lease.

(7) **CONTACTS:** The Phone Number of the Manager is 716-467-0273. The address for communications for the Regional Manager is Matt Riley, P.O. Box 577, Gales Ferry, CT 06335-0577. The Resident's address and phone number: _____.

(8) **RESIDENT'S EMERGENCY CONTACT:** Name/ Address/Phone Number/Relationship: _____.

(9) **RULES AND REGULATIONS:** Resident acknowledges receipt of a complete copy and further acknowledges that he has read and will comply with the "Lake Erie Rules and Regulations, Entry Requirements, and Standards," which are incorporated by reference as part of this Lease Agreement.

(10) **RESIDENT'S OBLIGATIONS:** At all times during the tenancy the Resident shall: (a) Comply with all obligations primarily imposed upon residents by applicable provisions of any building, housing or fire code materially affecting health and safety; (b) Keep the unit (home) and his area of responsibility (home site) in a clean and sanitary condition, free of garbage and rubbish; (c) Keep the supplied basic facilities including any plumbing fixture, cooking and refrigeration equipment and electrical fixtures in a clean and sanitary condition and exercise reasonable care in their proper use and operation; (d) Dispose of any rubbish, garbage and other waste material in a clean and sanitary manner; (e) Not willfully or negligently destroy, deface, damage, impair or remove any part of the premises (home site) or permit any other person to do so; (f) Observe all reasonable rules ("Lake Erie Rules and Regulations, Entry Requirements and Standards") concerning the use, occupation and maintenance of the premises (home site); (g) Occupy the dwelling unit (home) only as a dwelling unit; (h) Conduct himself and require other persons on the premises (home site) with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises or constitute a nuisance or serious nuisance; (i) If Judgment has entered against a member of the resident's household for serious nuisance by using the premises (home site) for the illegal sale of drugs, not permit such person to resume occupancy of the dwelling unit (home); (j) He, his family, guests, visitors, and pets shall not cause or permit any waste or injury to said Premises or home and shall keep said Premises free from any and all objectionable noises, odors, rubbish and debris, and abandoned/unused, or unlicensed vehicles; (k) Agree that the Owner and Manager shall not be responsible for the non-observance or violation of any such rules and regulations by any other resident or tenant including family, guests, visitors, and pets of other residents and tenants; (l) Forever hold and keep Owner and Manager harmless and



indemnified on account of any loss, cost, damage or liability resulting from the violation of same by Resident, family, guests, visitors, or pets of Resident, of any such statute, ordinance, regulation, order or decree, or based on in any way arising out of the use and occupancy of said Premises; (m) Not store any items or property, nor do or permit to be done, any act or thing on said Premises which may make void or voidable, or increase the rate of premium of any insurance on said Premises or of Lake Erie, or any insurance of other Lake Erie residents against liability, fire or other casualty; (n) At the expiration or other termination of this agreement, remove from said Premises all of the Residents personal goods and effects and peacefully and quietly surrender to Owner possession of the Premises; (o) At the Resident's expense, make all repairs to the Premises and the existing facilities thereon, including without limitation, piping, electrical installation, lighting fixtures, plumbing fixtures and parking area necessitated by the negligence of the Resident; (p) Not burn any trash or garbage of any kind in or about the home, or on the Premises; (q) Not discharge or permit the discharge of any firearms on or about the Premises; (r) If any of the Owner's employees or agents are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, home repairs, or any other service not contemplated in this agreement, such employee or agent shall be deemed to be the agent of the requesting Resident regardless of whether payment is arranged for such service; (s) Agree to hold Owner and Manager harmless from all liability in connection with such services; (t) Promptly notify the Manager by phone of any special, hazardous, unusual snow accumulation, road condition, icing, sanding, and/or snow removal problems regarding the common area access roadways leading to the Premises; (u) Provide and to be fully responsible for the proper ice and snow removal from the driveway, parking areas, walkways, and steps that are on or part of the Premises; (v) Install and test weekly a smoke detector, CO detector, and LPG detector; (w) Immediately notify the Manager of any defects, burned out street lights, low water pressure, slow drains, low voltage, and any safety hazards; and (x) Release and agrees to indemnify the Owner and Manager from any liability or claim and from all damages, costs, and expenses arising out of or alleged to have arisen out of, directly or indirectly, the use of the Premises by Resident, family, guests, visitors, and pets of Resident and other occupants of the manufactured home, and by any other persons present on the Premises with the express or implied consent of the Resident, and also from any claim by or liability to the Resident, or to other persons present on the Premises with the express or implied consent of any other resident.

(11) OWNER'S OBLIGATIONS: At all times during the tenancy the Owner shall: (a) Comply with the requirements of the state building code, the fire safety code, and all applicable state laws and regulations, local ordinances and planning and zoning regulations materially affecting health and safety; (b) Maintain the Premises (home site) and re-grade them when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water; (c) Maintain the ground at such a level that the home will not tilt from its original position; (d) Upon request, keep each home site marked in such a way that each resident will be certain of his area of responsibility; (e) Keep any exterior area of "Lake Erie" not the responsibility of each resident free from any species of weed or plant growth which are noxious or detrimental to the health of the residents; (f) Make all repairs and do whatever is necessary to put and keep the portion of "Lake Erie" that is not the responsibility of each resident in a fit and habitable condition, except where such premises are intentionally rendered unfit or uninhabitable by the resident, a member of his family or other person on the premises with his consent, in which case such duty shall be the responsibility of the resident; (g) Keep all common areas of "Lake Erie" in a clean and safe condition; (h) Be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the residents whenever infestation exists in "Lake Erie" not the responsibility of the resident or in the area for which the resident is responsible including the home if such infestation is not the fault of the resident and particularly if such infestation existed prior to the occupancy of the resident claiming relief; (i) Maintain homes rented by the Owner in a condition which is structurally sound and capable of withstanding adverse effects of weather conditions; (j) Maintain all electrical, plumbing, or other utilities provided by the Owner in good working condition except during any emergency after which any repair shall be completed within seventy-two hours unless good cause is shown as to why such repair has not been completed; (k) Maintain all water and sewage lines and connections in good working order, and in the event of any emergency, make necessary arrangement for the provision of such service on a temporary basis; (l) Arrange for the removal from waste receptacles of ashes, garbage, rubbish and other waste incidental to the occupancy of the home; (m) Maintain the common access road in good condition, provide adequate space for parking of one car on each lot, and be responsible for damage to any vehicle which is the direct result of any unrepaired or poorly maintained access road within "Lake Erie"; (n) Respect the privacy of the resident and if only the home site is rented, agree to enter the home only with the permission of the resident; (o) Allow all residents freedom of choice in the purchase of all services; and (p) Allow a resident to terminate a rental agreement whenever a change in the location of such resident's employment requires a change in the location of his residence.

(12) SPECIAL GUEST RULES: It is also agreed that your guests will not engage in (a) any illegal activities or in (b) any activities that disturb the quiet enjoyment of the other residents. You agree that the Manager, and not the resident, is the sole judge of what constitutes a violation and that the Manager has the right to decide which guests are allowed on Lake Erie property. It is also agreed that anyone who is in violation of any of these special guest rules will be given one warning to get off the Owner's property and will then be subject to arrest for trespassing on private property.

(13) GROUNDS FOR EVICTION: This Agreement may be terminated for one or more of the following reasons: (a) Nonpayment of rent, utility charges or reasonable incidental service charges or other assessed fees and charges set forth herein, provided that no action for possession shall be maintained if prior to the expiration of a notice to quit the Lessee shall pay or tender all arrearage due, including a late charge of five (5%) of the monthly rent due after the thirteen (13) day grace period for such rental payment has elapsed; (b) Material noncompliance by the resident with any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of Lake Erie; (c) Material noncompliance by the resident/lessee with this Lease Agreement or with Lake Erie Rules and Regulations, Entry Requirements, and Standards; (d) Failure by the Resident/Lessee to agree to a proposed rent increase; (e) A change in the use of the land on which such manufactured home is located with 365 days notice to all affected Residents; (f) The Lessee has caused damages to the Premises, excluding reasonable wear and tear, or the Lessee's repeated conduct has disturbed the peace and quiet of other residents in Lake Erie; and/or (g) Serious Nuisance caused by or permitted by the Lessee. Serious Nuisance means (A) inflicting bodily harm upon another resident or the Manager or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out; (B) substantial and willful destruction of part of the premises; (C) conduct which presents an immediate and serious danger to the safety of other residents or the Manager, (D) using the premises for prostitution or the illegal sale or illegal use of drugs, or (E) the Resident/Lessee lied on the application.

(14) NO WAIVER: The failure of the Manager to seek redress for violation of, or to insist upon the strict performance, any covenant, term or condition of this Lease or any of the rules and regulations established by the Manager under the provisions of this Lease, shall not prevent the Manager from subsequently seeking such redress, or insisting upon the strict performance of any covenant, term or condition of this Lease or of any of the rules and regulations established by the Manager under the provisions of this Lease.

(15) SALE OF HOME: The Resident agrees to comply, in sequential step by step order, with the procedures in "Home Sales Procedures," attached hereto as Addendum B and made a part hereof, should he elect to sell his home where the intent is for the home to remain upon the Premises subsequent to the sale.

(16) ELIGIBILITY FOR HOME TO REMAIN ON THE PREMISES: The Manager may refuse to (a) sell a home, (b) allow a home to remain in Lake Erie, or (c) approve entry to Lake Erie for good cause. For purposes of this section, good cause means a reasonable cause for the Manager to believe that either (i) The proposed Resident (prospective resident) will not meet the "Entry Requirements" specified in the "Lake Erie Rules and Regulations, Entry



Requirements, and Standards" and such requirements are equally applied by the Manager to all purchasers and prospective Residents; and/or (ii) the condition of the home being sold does not meet the "Standards" specified in the "Lake Erie Rules and Regulations, Entry Requirements, and Standards."

(17) PROPERTY LOSS OR DAMAGE: The home, all merchandise, furniture and property of any kind, nature and description belonging to the Resident, or any person claiming by, through or under Resident, which may be in, on or about said Premises during the continuation of this Lease or any extension or renewal thereof, is to be at the sole risk and hazard of Resident; and if the whole or any part thereof shall be destroyed or damaged by fire, wind, water, steam, smoke, falling trees or branches, or the leakage or bursting of water pipes, vandalism, or acts of God, or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by the Owner or the Manager in any case. If the home is substantially damaged by fire or other causes, Resident will remove salvage or allow Owner to do so immediately, at Resident's expense.

(18) SECURITY: It is agreed that it is the Resident's responsibility, and not the Owner or the Manager's, to (a) provide for the safety and security of the Resident; and (b) to take care of the Resident's needs when in need of police or fire protection. In an emergency, the Resident agrees to first call the police (911) or fire department (911), and then notify the Manager.

(19) ILLEGAL DRUG SALES AND SERIOUS NUISANCE: If judgment has entered against a member of the Resident's household for the illegal sale of drugs or prostitution the Resident will not permit such person to resume occupancy of the Premises except with written permission of the Manager.

(20) UTILITIES: (a) Resident shall pay for all electricity, gas, oil or other utilities consumed on the Premises; (b) Resident shall maintain and be responsible for all above ground water and sewer lines on the leased Premises; (c) The Owner shall maintain all electrical, plumbing, water, sewer or other utilities provided by him in good working condition provided that the Manager shall not be liable to the Resident or any other person on the Premises for any reasonable inconvenience, loss, expense or damage, direct, indirect or consequential, resulting from any interruption or delay in any of the above services for any reason; (d) The Owner shall provide water and sewer to the resident at a current cost of 1.3 cents per gallon. Each resident must maintain a working water meter on their home. In the event a water meter should be defective or inoperable, Resident's water and sewer bill will be estimated based upon usage in prior months. (f) Refuse and garbage must be placed in plastic bags or cans, kept out of sight and taken to the curb not more than 24 hours before normal pickup. Refuse and garbage removal is Resident's responsibility and shall be removed by a hauling contractor of your choice. (g) In the event of garbage and recycling pickup mandated by the town, the Resident agrees to comply with the garbage separation and recycling procedures provided.

(21) INSURANCE & LIABILITY: (a) The Resident shall have a policy of "Fire and Extended Coverage" insurance and general public liability insurance on his/her home and Premises. If the Resident has a fuel oil or kerosene fueled heating system, Resident shall have "fuel oil spill hazard insurance", either as a rider to their homeowner's insurance, or in the form of a separate insurance policy. Effective June 1, 2013, or prior to the sale, relocation of, or transfer of title to a mobile home, whichever shall occur first and in any event no later than May 31, 2023, each home shall be equipped with a heating system other than a system requiring an oil tank. In the interim, any Resident choosing to retain a heating system requiring an oil tank shall comply with the following:

1. Resident shall purchase oil tank insurance naming Lake Erie MHP, LLC and/or its agents, assigns and successors as an additional insured. Insurance shall be purchased in sufficient amounts (not less than \$50,000) to cover the cost of any oil spill, leak, contamination, damage and cleanup. A copy of this insurance policy, or an Acord Form verifying such insurance coverage, shall be provided to the Park Owner. Without such homeowner insurance, the Park Owner shall assess an oil tank fee sufficient to cover the purchase of such insurance on Resident's behalf and a reasonable fee to cover Park Owner's administrative costs. Such fees shall be considered additional rent and be due and payable with the following month's rent.
2. Prior to May 31, 2023, a resident who is not ready to convert his heating system to a non-oil source and wants to replace an old oil tank with a new oil tank shall purchase a new oil tank to be installed inside a 110% overflow reservoir/containment tank (e.g. a "Roth" tank). Oil tanks are limited to one 275-gallon tank set up on a block base or on a concrete pad in accordance with the containment tank manufacturer's and/or insurer's instructions;
3. A Certificate of Insurance shall be provided by the contractor doing the installation of the oil tank and the 110% containment tank Effective June 1, 2013, any oil tank, hose, line, connection or system that is deemed unsafe or uninsurable shall be removed from the park at the Resident's expense.
4. No conversions are permitted from a heating system not requiring an oil storage tank to a system that requires an oil tank. The installation of an oil tank is expressly prohibited for any home not having an oil heating system as of June 1, 2013.

(b) The Resident is responsible for the cleanup, contaminated soil removal, fees, fines, penalties, permits, restoration, laboratory testing, certification and recertification, government inspections, and all costs and efforts associated with any kerosene or fuel oil spill or leakage on the leased Premises. (c) The Resident agrees to provide evidence of insurance to the Manager upon request. (d) The Resident is responsible for assuring that any worker or contractor or fuel oil delivery vehicle requested to come upon the Premises has both workers compensation and liability insurance. (e) The Resident agrees to assume sole responsibility for the condition of the Premises and to release the Owner and the Manager from liability for any unknown defects on or about the Premises. (f) It is agreed that the Licensee, who is the Manager of "Lake Erie Mobile Home Park", and that the holders of any beneficial interest in the LLC, shall not have any personal liability under the terms of this Agreement, and that the liability of the Owner and the Manager shall be limited as provided by law.

(22) OIL TANKS, OIL LINES, & OIL LEAKAGE: If the Resident uses fuel oil or kerosene, the Resident agrees that (a) Each exterior fuel oil tank and oil lines may be inspected by the Manager or his agent during any "4-sided inspection" and by any licensed oil delivery or heating system service company; (b) If there is any leakage, oil odors, or dangerous deterioration of the oil storage tank or fuel lines, the repairs, tank replacement, and the cleanup will be performed immediately, with all costs paid for by the Resident; (c) The Manager and/or his Agent reserve the right to have the necessary site cleanup and repairs performed, and/or the fuel tank removed, with all costs billed to the resident as additional rent.; and (d) The resident is solely responsible for any damage caused by oil contamination, for any reason, that occurs on his site. See section 21 for additional restrictions on fuel storage tanks.

(23) OWNERS RIGHT TO PAY MONEY TO EFFECT PERFORMANCE: If Resident, at any time or from time to time, shall fail to perform any of the covenants, terms and conditions in this Lease contained to be performed on the part of the Resident, the Manager may, after reasonable notice to Resident ("Fourteen (14) Day Notice Of Intent To Charge For Space Maintenance"), without action on Residents part, perform the same on the account of Resident, and in any such event, any monies paid by the Owner for such purpose shall be deemed to be an additional rent charge due hereunder and shall be payable



as additional rent within 7 days to the Owner upon rendition of an invoice therefore. In an emergency, the Manager, or his Agent, expressly retains the option to perform the necessary repairs by the appropriate licensed contractor, and the Resident shall pay the amount due within 7 days of receipt of invoice.

(24) PETS: The Resident has ____ cats/dogs weighing a total of about ____ pounds and agrees to fully comply with the "Pet" provisions of the "Lake Erie Rules and Regulations, Entry Requirements, and Standards".

(25) RESIDENT'S OBLIGATIONS FOR EXTERIOR MAINTENANCE & REPAIRS: (a) The Resident shall keep his home in compliance with the "Standards" specified in Lake Erie Rules and Regulations, Entry Requirements, and Standards" and (b) The Resident shall keep his home and all fixtures, piping equipment and apparatus, including the setting of glass and windows, the roof and protective exterior coating or siding, and the skirting and anchoring system in good order and repair.

(26) GUEST PARKING: Guests shall park in the Resident's parking area on the Premises, if space is available.

(27) VEHICLES: The Resident agrees that all vehicles of the Resident shall be safe and operable, with no flat tires, broken or cracked windows, missing lights, missing or rust perforated surfaces, and shall have valid, current license plates, safety inspection & air pollution stickers, and current insurance.

(28) MISCELLANEOUS: (a) Resident will not build improvements or additions on the Premises or put a different home on the Premises unless the Manager first agrees in writing; (b) Resident agrees to not allow the land or improvements to become subject to any mechanics', laborers', or materialmens' liens; (c) The Owner and the Manager shall not be responsible for any damage caused by Residents noncompliance with this "Lake Erie Lease Agreement" and/or the "Lake Erie Rules and Regulations, Entry Requirements, and Standards"; (d) All back due rent, property taxes, sales taxes, returned check fees, other fees, and late fees, if any, constitute a lien on your home and must be paid in full before your home can be sold to a prospective new resident of Lake Erie, or before your home can be removed from the Premises; (e) The Lessee will obtain a signed, approved, and stamped "Removal Permit" if required, from the Pomfret Town Hall and provide a copy to the Manager prior to removing his home from the Premises; (f) Upon vacating, Resident will return the Premises (site) to the Manager in a clean and environmentally sound condition; (g) The Manager shall have the right to store any property left on or about the site after the Resident vacates the Premises. If the stored property is not claimed within 30 days and reasonable storage fees are not paid, then the title to such property shall vest in the Owner and the Manager may dispose of the property to pay any outstanding fees, including by not limited to storage, administrative, accounts receiveable and/or legal fees; and (h) This Lease shall supersede any prior written or oral Agreement between the parties.

Resident(s): _____ / _____ Date: _____

Owner: _____ Date: _____



Addendum A - LAKE ERIE RULES AND REGULATIONS, ENTRY REQUIREMENTS, AND STANDARDS

(Feb 1, 2013)

1. **INTRODUCTION AND PURPOSE** – Lake Erie Rules and Regulations, Entry Requirements, and Standards establish fair and uniform policies to help provide for the safety of all residents, to help maintain the community as a wholesome, clean, and enjoyable place to live, to help maintain and enhance the overall value of the community and the homes in the community, and to define the privileges and responsibilities that come with being a Lake Erie resident.
2. **APPLICABILITY** – Residency at Lake Erie is subject to compliance with the lawful terms and conditions of Lake Erie Standard Lease and these Rules and Regulations, Entry Requirements, and Standards.
3. **LEASES** – These Rules and Regulations, Entry Requirements, and Standards are by reference part of Lake Erie Standard Lease. A new lease is offered to each resident upon the anniversary of his initial occupancy or current term, and for all new residents.
4. **HOME SALES PROCEDURES** – Reference Addendum A titled "Lake Erie On-Site Home Sales Procedures".
5. **STANDARDS** –
 - (a) It is required that the: (i) protective exterior coating or siding (no rust, peeling paint, faded paint, open seams, loose or missing panels, cracked or torn siding); (ii) roof (no leakage, split, cracked, sagging, or rotting support structure), (iii) windows and doors (no cracked or missing glass, full screens, operating window mechanisms, properly fitting doors); (iv) home anchoring system; (v) skirting (to enclose and properly maintain your home with a skirting material that is attractive and in good condition - replacement skirting must be vinyl), (vi) steps and handrails (both exits, painted, non-slippery, sturdy, and with handrails at least on one side, stairs made from pre-cast concrete or pressure treated wood), (vii) exterior lighting (over steps), (viii) heating, plumbing, fuel lines & piping, hot water system, flues, heat exchangers, heat tape, and electrical systems; (ix) Fuel tanks (no leakage, no fuel odor, no rust, tank must be nicely painted and on solid safe footings); (x) flooring and decking (no soft or rotting floor structures, no falling insulation under home); (xi) home site landscaping (proper mowing, grass seeding, planting, yard care, decorating, weeding, etc); (xii) electrical supply line between the Lake Erie junction box and home; (xiii) the water supply line between Lake Erie system and home, and its heat tape or heat wire; (xiv) carpeting, paneling, cabinetry, vinyl flooring; (xv) smoke detector and fire extinguisher; (xvi) parking area; and (xvii) accessory buildings (sheds, storage, carports, porches, sun decks, etc.) be in good, safe, condition and approved in writing by the Licensee.
 - (b) Plywood, tinfoil, paper, and torn or stained shades and curtains, and boxes are not permitted in the windows. Portable air conditioners are not to be installed on the street side or front door side of home. Aluminum wiring is not permitted unless each outlet, switch, fuse panel, and light fixture connected via a special copper to aluminum connectors that complies with the National Electric Code.
 - (c) It is required and agreed that each resident (i) install, test weekly, and maintain an operational smoke detector, carbon monoxide detector and LPG detector; (ii) install, maintain, and inspect weekly a fire extinguisher; and (iii) inspect and clean wood burning stove and fireplace chimneys a minimum of once per year. (The Licensee will not be held responsible for any damage or injury incurred because of a resident's failure to comply with the Standards, a malfunctioning or disconnected smoke detector, carbon monoxide detector or an empty fire extinguisher, or for failure of a properly operating smoke detector or carbon monoxide detector to provide a sufficiently loud alarm to awake the resident.)
 - (d) It is required that each resident provide the address on his home in 3" reflective or easy to read numbers that can be seen from the road. (This requirement is for emergency vehicles)
 - (e) In the event that any work is to be performed upon a home or its site, or upon the electrical and/or plumbing systems of any home within Lake Erie property, such work must comply with the building code and requirements of the City of Pomfret to include where necessary the use of licensed plumbers, electricians, and other contractors. Permit(s) required by the town are the resident's responsibility and the Licensee's permission does not affect or address municipal permit requirements. The Resident is liable to the Licensee for any damage to Lake Erie property caused by him, or the contractors he uses upon his site.
6. **ENTRY REQUIREMENTS** – Lake Erie Entry Requirements are the written, nondiscriminatory criteria for resident selection which are applied equally to all purchasers and prospective residents. Prospective purchasers and residents must:
 - (a) Intend to personally occupy the home;
 - (b) Not exceed the capacity of the home. [All bedrooms shall consist of a minimum of fifty (50) square feet of floor area and bedrooms designed and certified for two (2) or more people shall consist of seventy (70) square feet of floor area plus fifty (50) square feet for each person in excess of two (2).]
 - (c) Not intend to utilize the purchased mobile and manufactured home for an illegal purpose or for any purpose that would disturb the quiet enjoyment of the other residents of the park;
 - (d) Be financially able or will be financially able to pay the rent for the mobile and manufactured home space or lot upon which the purchased mobile and manufactured home is located without the need for a "guarantor" or "co-signer". [Lake Erie requires a minimum of \$550 of disposable funds per adult resident per month available after monthly contractual obligations, excluding utilities, plus a credit report demonstrating a recent history of honoring contractual payment obligations in a timely and proper manner.];
 - (e) Select for purchase a mobile or manufactured home at the time of sale or foreclosure which is safe, sanitary, and in conformance with aesthetic standards [the "Park Standards" - The Licensee reserves the right to require the removal of a mobile home being sold whose age and condition does not meet the Park Standards as permitted by law.]
 - (f) Not be a resident or lessee on another Lake Erie home site. ("Lake Erie" residents are not permitted to lease or rent more than one home site at a time, and subletting of home sites is not permitted).
 - (g) Complete the Owner's Rental Application Form and pay the current Application fee.
 - (h) Have no history that they will not comply with the Lake Erie Rules and Regulations based on prior tenancies;
 - (i) Have satisfactory credit worthiness;
 - (j) Have not previously been evicted for non-payment of rent, violation of reasonable rules or regulations, and/or violation of law;



- (k) Be in full compliance with these Rules and Regulations;
- (l) Not have a criminal record; and/or
- (m) Not have other lawful grounds to deny residency.

7. **RELATIVES, GUESTS, AND VISITORS** – (a) Definitions: (i) Relative: Spouse, child, grandchild, sibling, parent, or grand parent of resident in your home where the intent is to provide housing; (ii) Guest: Any non-relative who stays overnight in your home, without payment, and with your permission; (iii) Visitor: Someone who visits with you, in person, in the daytime, and who does not spend the night.

- (b) Relatives are welcome at all times and are not subject to these guest regulations, with the exception of the bed space limitation, provided the intent is to provide housing to the relative and there is no subletting of the home site.
- (c) Guests are welcome provided that: (i) no individual "guest" extends his stay more than 14 continuous days and/or 30 total days per year unless permission is granted by the Licensee or his agent; (ii) your guest is with you, in person, at least once per day; and (iii) there is no subletting of the home site.
- (c) Visitors are welcome with your permission provided that you are in the home while they are visiting. (The purpose of this rule is to prohibit the "loaning" of your home to your friends, friends of friends, neighbors, associates, acquaintances of friends, and others who, in your absence, may not know who the manager is or how to contact the manager, or who may not be familiar with or who may be unwilling to comply with Lake Erie Rules and Regulations, Entry Requirements, and Standards, or the terms of Lake Erie Standard Lease.)
- (d) Relatives and Guests, plus the resident(s), are limited to the total number of bed spaces. It is recommended that Residents notify the Licensee if there will be an extended term guest, frequent visitor, or relative staying at Lake Erie.

8. **SOLICITING AND CANVASSING** – Lake Erie is private property, and peddling, soliciting, and distribution of hand bills or circulars is not permitted. Each resident will notify the Licensee immediately in the event anyone attempts to peddle, solicit, or distribute hand bills or circulars on his home site. However, any Resident of Lake Erie may canvass other Lake Erie residents at reasonable times and in a reasonable manner provided other the residents do not object to such canvassing.

9. **SECURITY** – It is the resident's responsibility, and not the Licensee's, to provide for personal security needs and to call for police or fire protection. In an emergency, call the police or fire department first, and then notify the Licensee or his agent.

10. **POWER LOSS** – The Resident shall immediately notify or leave a message for the Licensee or his designee if power is off for more than 20 minutes or whenever water pressure is substantially reduced.

11. **SUBLETTING OF HOME SITES** – Assignment, Renting out, or Subletting, of Lake Erie home sites is not permitted. The right to occupy a home site at Lake Erie is not transferable except as provided in the event of an on-site resale of a home.

12. **SITE IMPROVEMENTS** – Previously constructed utility buildings may remain provided that they are maintained in excellent condition. No new or additional utility buildings, storage sheds, boxes, canopies, decks, or other structures are permitted on your home site without the written permission of the Licensee. The resident is solely responsible for compliance with requirements for the issuance of permits, building official inspection, and building official approval, and all other applicable laws and local regulations. All new structures must comply with the following requirements:

- (a) Home Improvements: The concept of "mobility" must be retained. Any change to a home that reduces its mobility is not permitted. Examples include:
 - (i) removal of axles,
 - (ii) installation of a pitched roof on a home originally with a flat or curved roof (because the added weight may not be safely held and transported by the frame and the original axles and wheels),
 - (iii) installation of wood siding (because of excess weight and loss of mobility) and it does not comply with park standards), and
 - (iv) installation of sliding glass doors or removal of part of the exterior of the home to provide a larger access (because the required structural modifications may destroy a homes ability to withstand snow loading or to be safely moved).
 - (v) Installation of skylights, new wiring, new windows, painting, plumbing, better insulation, is all acceptable.
 - (vi) If the original siding has deteriorated, it must be removed and replaced with the original type of siding, and not covered. (This is to avoid the addition of extra weight, and the possible covering over of what may be active or latent structural deterioration.)
- (b) Storage Sheds:
 - (i) Prefabricated wood sheds, wood sheds that come in a kit, and wood sheds that are built per professionally prepared plans are all acceptable provided that they are assembled properly, anchored if larger than 60 square feet, painted the same color as the home or stained a natural wood color, and have a pitched shingled roof that matches the shingled roof color on the home.
 - (ii) The location of the shed must not block the view of the home from any part of the road, and if possible, the shed should be such that it cannot be seen from the road.
 - (iii) The shed must be on the same site as the home.
 - (iv) Sheds cannot exceed 125 square feet.
 - (v) The average height of the shed roof above the ground must be 1 foot or less than the average height above ground of the roof of the home.
 - (vi) Only one shed per site is permitted.
 - (vii) The shed must not cover sewage, water, telephone, or other utility lines that may need future access for maintenance and repair.
 - (viii) Water lines are not permitted to a shed.
 - (ix) Electric lines are permitted if underground and per code.

(c) Porches and Attached Structures: Porches, covered porches, and screened in porches are permitted provided that



- (i) 60% or more of the exterior wall area is open, windows and screens, or just screens;
 - (ii) the structure is not heated, not insulated, has no running water, and is not intended for year round living, year round sleeping, or year round eating;
 - (iii) the floor is either concrete or pressure treated wood, or the floor is a previously constructed uncovered porch floor in excellent condition where the intent is to cover the existing porch, or the covered porch is a prefabricated assembly;
 - (iv) the porch must not depend on the home for its structural integrity including the weight of snow that may accumulate on the porch roof;
 - (v) the home must be movable with or without the porch;
 - (vi) no part of the porch can be closer than 8 feet from the site boundary;
 - (vii) the porch must not cover sewage, water, telephone, or other utility lines that may need future access for maintenance and repair;
 - (viii) the porch must not block or interfere with the emergency exit;
 - (ix) the porch roof must be shingled or a prefabricated metal roof (roll roofing, rubber roofing, corrugated aluminum or steel roofing and corrugated fiberglass roofing are not permitted);
 - (x) the total length of the addition must be at least 10% less than the length of the home;
 - (xi) the width of the porch must not exceed the width of the home;
 - (xii) the exterior color must be the same color as the color of the home, a natural wood stain color, or white if a prefabricated assembly;
 - (xiii) the roof color must be the same as the roof color of the home. Simple plans must be presented to the Licensee for review and for filing along with the other records for your site.
- (d) Carports: Enclosed garages are not permitted. Carports are permitted provided they comply with the applicable provisions of (c) above. Simple plans must be provided to the Licensee for review and for filing along with the other records for your site.
- (e) Miscellaneous: Flapping and/or noisy awnings, wind chimes, both fixed and portable TV satellite dish antennas in excess of 18" in diameter, towers, swimming pools, tents, swing-sets, tag sales and auctions are not permitted.

13. MAINTENANCE OF HOME SITE –

- (a) Except as provided in the lease and elsewhere in these Rules and Regulations, all maintenance, repair, and improvement of the home site is the Resident's responsibility. Beautification of each home site is encouraged. Each Resident will:
- (i) keep the home site neat and clean on all four sides of the home;
 - (ii) keep the grass mowed below 5" at all times;
 - (iii) keep the leaves raked and removed;
 - (iv) keep the site free of weeds, noxious plant growth, debris, fallen trees, tree branches, vermin and rodents;
 - (v) keep hoses and yard care tools stored in such a manner that they are not normally seen from the road;
 - (vi) store children's toys in such a manner they are not visible from the road;
 - (vii) protect and maintain home site shrubbery;
 - (viii) separate garbage as required;
 - (ix) use plastic biodegradable garbage bags;
 - (x) not permit debris to accumulate around the home sites;
 - (xi) properly use available refuse service;
 - (xii) notify the Licensee prior to digging to be certain that there are no buried utilities;
 - (xiii) maintain and repair on-site parking and drive areas as required; and
 - (xiv) maintain the home such that it always complies with the Park Standards.
- (b) Upon notification, the Licensee or his agent will keep all exterior areas (common areas) not the responsibility of the resident free from any species of weed or plant growth which is noxious or detrimental to the health of the residents.
- (c) Vegetable gardens and flower gardens are acceptable provided they are: (i) legal; (ii) for personal use only; (iii) well maintained and properly weeded; (iv) located in the rear of the home site, preferably behind the home and not in view from the roadway; (v) covering less than 10% of the area of the home site; and (v) watered only by rainwater (do not use community or city water).
- (d) Snow plowing and sanding of the home site drive and home site parking areas are the resident's responsibility.
- (e) Clotheslines are not to be visible from the roadway in front of the homes and are to be the rotary umbrella type only. If the clothesline must be visible from the roadway it must be located as far back as possible.

14. FENCES – Chain link fencing and solid privacy fencing are not permitted. However, solid privacy fencing is acceptable if it is located adjacent to an electric panel service distribution panel and its purpose is only to screen from view the panel from the roadway, the home, or other residents, will be maintained by the resident, and the design and size are approved by the Licensee or his agent. Existing picket fences can remain as long as they are properly repaired and maintained. New fences shall be of a rustic and decorative nature, split rail or open space picket, not exceeding 30 inches in height, and made of pressure treated lumber. Each open space between pickets must be at least 2" or the width of the pickets, whichever is greater. Steel, plastic, wire, wire mesh, and vinyl fencing are not permitted. Each resident will notify the Licensee prior to digging to be certain that there are no underground utilities.

15. TREES – Each resident is responsible for normal home site maintenance, including proper care of the trees on his home site.

- (a) The Licensee, or his Agent, will cut and remove any standing dead or seriously sick or dying trees or large branches upon a home site, common area, or neighbor's home site that may reasonably be expected to cause significant damage to a home if it should fall. In the event that there is a difference of opinion, a licensed and insured tree surgeon of the residents choice can make the determination of



"dead or seriously sick" and which may reasonably be expected to cause "significant damage" to a home should the (dead) tree or branch fall.

- (b) The Licensee, or his Agent, will remove the larger heavy branches and fallen trees from each site upon request.
- (c) In the event of a major windstorm, hurricane, or tornado, each resident is responsible for clearing the debris from his home site and stacking it on the edge of the road. The Licensee, or his Agent, will make arrangements for removal of the debris once it is stacked by the side of the road.
- (d) The Licensee is not responsible for any damage caused by "acts of god", such as trees or branches falling on cars or homes. Because of liability and the risk of additional damage created by removal efforts, the Licensee will not normally remove a tree after it has fallen on a home, car, or storage shed. (Homeowner policies normally cover these situations). The Licensee will, however, make arrangements for a tree that has caused damage to be removed after it is down or to the side of the roadway. In addition, the Licensee, or his Agent, will trim or remove any tree or tree branch that is sick or has been made sick or dangerous by a major storm, and because of the sickness or damage the tree or large branch is now likely to fall and cause damage to a home, car, or storage shed. Each resident is required to notify the Licensee of any tree that may be sick, or has been damaged, and is now dangerous and should be removed.
- (e) Live and healthy trees cannot be destroyed except with written permission from the Licensee.
- (f) Trees and shrubs planted on each home site become the property of Lake Erie.

16. WATER – Water is expensive and precious - it must not be wasted.

- (a) Because of the cost of water (which also determines your water and sewer costs); (i) the free running of hoses and use of sprinklers are not permitted; (ii) the watering of yards, gardens, and flowers must be done using a hand held nozzle that will turn off when not being held; (iii) the use of soaker hoses is not permitted; and (iv) each resident will notify the manager in the event of any unusual or extended reduction in normal water pressure, leaks, and/or running or noisy or malfunctioning toilets
- (b) The Licensee reserves the right to restrict water consumption during periods of drought, routine maintenance and repairs, or in the event of a malfunctioning water system. The Licensee, or his agents, may come upon home sites for the purpose of inspecting and repairing water leaks in the underground water distribution system.
- (c) Intentionally omitted
- (d) Occasionally, the Licensee will provide a plumbing questionnaire to help ascertain where water waste may be occurring. Each resident will complete and return the questionnaire.

17. UTILITY CONNECTIONS, SEWAGE SYSTEMS, & REPAIRS TO UNDERGROUND SYSTEMS – (a) Each resident is responsible for the: (i) hook up, connection, test, winterization, and maintenance of electrical, water, and sewer lines, and all connections from and between the home to Lake Erie utility receptacles; (ii) installation, proper operation, routine test, maintenance, and repairs, and periodic replacement of electric "heat tape" or "heat wire" for the prevention of frozen pipes; (iii) damage and necessary repairs due to leaking oil lines, leaking oil tank, kerosene (including buried tanks), and/or propane tanks; (iv) damage to Lake Erie utility systems and associated repair costs caused by water leakage within a residents home or on the home site; (v) damage to a sewage drain line caused by grease, oil, foreign items, "flushable cat litter" (which is not flushable), sanitary napkins, paper towels, hydrocarbons, and non-biodegradable items that enter Lake Erie' sewer system from a home; (vi) damage to the utility receptacles and Lake Erie utility systems caused by negligence or the malfunctioning of lines, heat tape, heat wire, plumbing, electrical system(s) within the home; and (vii) damages caused by appliances in the home.

- (b) The Licensee is responsible for the: (a) installation, repair, operation, and maintenance of Lake Erie utility receptacles (Lake Erie property) and the underground utility systems; and (b) repairs necessary because of age of the sewage system.
- (c) In the event of sewage, water, and/or electrical repairs to the underground utility system, the Licensee will be responsible for the restoration of the site to approximately its original condition after repairs.
- (d) Each resident will notify the Licensee if there is any water leakage in Lake Erie' water distribution system or in his home.
- (e) All areas within 100 yards of sewage treatment plant are off limits to Residents. Residents are not allowed off the road in that area, and/or anywhere near the sewage treatment facility. This area is restricted to authorized park management staff only. No trespassing is allowed.

18. ACCESS & FOUR SIDED INSPECTIONS – (a) The Licensee reserves the right to enter upon a home site, after giving reasonable notice and waiting a reasonable period of time, to: (i) perform a "four sided" inspection of each home and home site to determine compliance with these Rules & Regulations; (ii) dismantle and/or remove any non-compliant and/or improperly maintained or unsafe structure, enclosure, canopy, awning, fence, rubbish, materials, junk or unregistered vehicles, bottles, and/or debris; (iii) to enforce the terms of the Lake Erie Standard Lease and/or the provisions of Lake Erie Rules and Regulations, Entry Requirements, and Standards; and (iv) to comply with a lawful governmental directive.

- (b) In an emergency, the Licensee or his designee can enter upon a home site to help prevent imminent danger to the occupant or the home or the home site (advance notice not required).
- (c) Any costs incurred by the Licensee to achieve compliance with Lake Erie Standard Lease and/or Lake Erie Rules and Regulations, Entry Requirements, and Standards become additional rent.

19. HEAT WIRE, FROZEN PIPES, WATER TURN OFF AND TURN ON –



- (a) The Licensee will provide, at no charge: (i) water turn on and water turn off, on an appointment basis, with a minimum of 24 hours advance notice, provided that the resident is present while the water is being turned on or being turned off; and (ii) Emergency water turn off (the resident grants permission for the water to be turned off in the event of an exigent situation).
- (b) All external water lines and water meters must be protected with (i) both Underwriters Laboratory (UL) approved heat wire and insulation prior to 1 October; or alternatively, (ii) antifreeze (of the type that is recommended for RV's and is safe for sewage systems) installed in all water lines. (Caution: Deteriorated and improperly installed heat tape is the leading cause of home fires.)
- (c) Each resident agrees to not use running water as a means to prevent frozen pipes. (The use of running water in lieu of proper heat tape or heat wire or antifreeze water line protection is a major violation of these Rules and Regulations and Lake Erie Lease.)
- (d) A resident may have a licensed and insured plumbing contractor operate the below ground valves provided the Licensee is provided prior notification that a plumber will be operating the below ground valves.
- (e) The Resident is not permitted to use the below ground Lake Erie water system valves at anytime except in an emergency, after which the Licensee or his designee shall be notified that the water was turned off or on.
- (f) Each home shall have a protective check valve to prevent water from draining from the hot water heater in the event of loss of water pressure. (The check valve is necessary to prevent the electric heating elements from being damaged due to lack of water in the tank.)
- (g) The Licensee is not responsible for (i) damage to heating elements caused by water system failures and normal or emergency water system turnoffs; and (ii) damage caused by turning the water on or off in response to a residents request.

20. SNOW REMOVAL OF COMMON ACCESS ROADWAYS – The Licensee will normally have the common access roadways cleared of snow whenever the average snow accumulations equals or exceeds 3 inches normally within 12 hours after the snow stops falling. Each resident shall promptly notify the Licensee by phone of any special, hazardous, icy, or other unusual snow accumulation, road condition, or snow removal problems. Each resident will notify The Licensee if sanding is necessary.

21. CHILDREN – (a) Children are welcome at Lake Erie. (b) Playing on the home site of your neighbors without their permission is not permitted. (c) Bicycles and tricycles are permitted. (d) Children must comply with all of the applicable Lake Erie Rules and Regulations and the applicable terms and conditions of Lake Erie Standard Lease. (e) Children are not permitted to ride their bicycles on Lake Erie roads. (f) Toys must be stored such that they cannot be seen from the road. (g) Children under the age of 6 must always be accompanied by a parent, guardian, or baby sitter at least 14 years of age. (h) No child under the age of 18 shall be outside of the boundaries of their respective home site after 11PM. (i) There must be a parent, guardian, or baby sitter responsible for directly supervising children less than 12 years of age at all times.

22. GUEST PARKING, SPEED LIMITS, VEHICLES, AND RV'S –

- (a) Vehicles are to be parked only in the parking and drive areas of each home site and: (i) Parking is not permitted on the common roadway to provide access for emergency vehicles and snow plowing; (ii) No motor vehicles, motor homes, travel trailers, and/or boat trailers in excess of 24 feet are permitted to be kept on a home site, but must be parked in one of the guest parking areas if space is available; (iii) RV's are not to be connected to site water, or site sewer, and are not to be used as additional housing while on the home site.
- (b) Unregistered and/or uninsured motorcycles, autos, and trucks, and noisy, dangerous, junk, inoperable, abandoned, rusty, disassembled, or severely damaged motor vehicles are not permitted at Lake Erie or to be stored on a Lake Erie home site.
- (c) To assure access by emergency vehicles, the vehicles of Residents or of Residents guests, visitors, or relatives are: (i) not to be parked on the common roadway access that is shared by all residents, but are to park on the home site drive areas (if space is available) or in the guest parking areas (due south of concrete block wall).
- (d) Oversized RV's may use the guest parking areas for storage if space is available. However, the Licensee reserves the right to charge a fee for the storage of RV's or other vehicles. The Licensee also reserves the right to tow away, without notice, any vehicle not in compliance with these parking requirements. The Licensee, or his agent, reserves the right to issue parking stickers for residents and their authorized quests.
- (e) Vehicle maximum speed limit is 10 miles per hour.

23. AUTO REPAIR, MAINTENANCE, AND WASHING OF VEHICLES –

- (a) To help maintain the desired "quiet nature" and to protect and enhance the aesthetic attractiveness of Lake Erie, both: (i) automobile, truck, RV, and boat maintenance and/or repair is not permitted; and (ii) oil changes and drainage of antifreeze are not permitted.
- (b) Car washing is not permitted.

24. NOISE, NUISANCE, FIREWORKS, FIREARMS, & DRUGS – (a) Loud playing of (i) radio, TV, musical instruments, stereo, hi-fi, or other instruments are not permitted; and (ii) Any noise disturbing sleep at any time is not permitted.

- (b) No resident, relative, or guest of resident (i) will create any nuisance or annoyance to other residents, or which interferes with the peaceable possession and proper use of other home sites; and (ii) shall not be boisterous or have loud parties, loud radios, or excessive noise which results in the disturbance of other residents at any time.
- (c) Each Resident is (i) responsible for the conduct of his guests, visitors, relatives, and children; and (ii) is subject to Pomfret regulations regarding noise and nuisance.



- (d) The (i) selling, possession, and/or using of illegal drugs is prohibited and is grounds for eviction; (ii) driving of vehicles under the influence of illegal drugs or alcohol is prohibited and is grounds for eviction; and (iii) brandishing or use of firearms, fireworks, or any weapons by any resident, visitor, or guest is prohibited and is grounds for eviction.

25. OIL TANKS, GAS BOTTLES, & INSURANCE FOR FUEL DELIVERY VEHICLES –

- (a) The resident is responsible for any oil tank leakage and oil tank spillage, and any damage caused by oil leakage or oil spillage. Oil tanks are not to be buried, but are to be placed behind or at the rear of the home. Bottled gas containers are to be kept nicely painted and are to be set up neatly and firmly fastened behind or at the rear of the home. Wherever possible, oil tanks and gas bottles shall not be visible from the roadway. Oil delivery company and gas delivery companies must have a certificate of insurance, including protection for environmental damage and cleanup, on file with the Licensee prior to making any fuel delivery to your site. The Resident is responsible to ensure that the Certificate of Insurance is on file with the Licensee or his agent.
- (b) Each exterior fuel oil tank and oil lines may be inspected by the Licensee or his agent during any "4-sided inspection" and by the resident's oil delivery or heating system service company. (i) The resident will provide a note from the oil furnace service company that indicates that there is no fuel oil leakage and that the fuel oil tank and fuel lines are in good safe condition. (ii) If there is any leakage, the repairs and the cleanup will be performed immediately, with all costs paid for by the Resident. (iii) If necessary, the Licensee will have the necessary site cleanup and repairs performed, with the costs billed to the resident as additional rent. (iv) The resident is solely responsible for any damage caused by oil contamination that occurs on his site.
- (c) The resident has the responsibility for compliance with any state issued orders requiring a protective oil leak/spill retaining berm be installed under each oil tank.

26. PETS –

- (a) Visiting dogs and visiting cats are not permitted.
- (b) Two small dogs, or two small cats, or other domesticated household pets are permitted provided that the pet(s): (i) Must be of a gentle breed and disposition both as determined by the park management. (ii) have a collar; (iii) have a total combined weight (both pets together) of less than 20 pounds when fully grown; (iv) be indoors at all times except when on a leash being walked or when being carried, (outside pens, runs, and dog houses are not permitted, and outside chaining of a pet is not permitted); (v) be licensed if required by law; (vi) have proof of inoculations on file with the Licensee; and (vii) be registered with the Licensee upon lease inception or pet acquisition, whichever happens later.
- (c) There are no pet weight constraints if the pet is a trained "guide animal" for a disabled resident, and there is no pet weight constraint if the pet(s) is "doctor ordered" for a bona fide written medical reason, and the pet is never left alone.
- (d) You agree to: (i) "potty" your pet on your own home site; (ii) have your pet on a 6' or shorter leash or carry your pet; (iii) not let your pet use other home sites; (iv) not let your pet run free at any time, including to go "potty"; and (v) carry and use a "pooper scooper" to clean up after your pet.
- (e) With notice, the Licensee reserves the right to remove noisy or unruly pets causing complaints or damage.

27. INSURANCE, CONTRACTORS LIABILITY, & WORKMANS COMPENSATION INSURANCE – It is agreed that the Licensee shall not be responsible to the resident for the non-observance or violation of any rules and regulations, and/or local, county, or state laws, by any other resident or tenant including relatives, guests, visitors, and pets of other residents and tenants. Each resident shall have an adequate policy of "Fire and Extended Coverage" insurance and reasonable general public liability insurance, including coverage for fuel oil spillage, on his/her home and home site. Each resident will be required to provide suitable evidence of insurance to the Licensee upon request. Each resident is responsible for assuring that any worker or contractor that comes upon his home site has workers compensation and liability insurance.

28. COMMERCIAL ACTIVITIES – Homes at Lake Erie can only be used as a residence and for activities that do not create any additional traffic, noise, fumes, vibration, visual characteristics, waste, water or sewer consumption, abnormal electric requirements, antennas or antenna towers, TV or radio interference, hazardous substances, or any other trait or characteristic that would distinguish the home or the activity within the home from any other home at Lake Erie. Home businesses must be owned and operated by the residents of the home. Acceptable home occupations include:

- (a) Traditional Handicraft based businesses, provided that there are no on-site wholesale or retail sales, no signs, and no banners (the marketing and sale of the handicrafts must be performed off of Lake Erie property.)
- (b) Vehicle based businesses provided that (i) the tools and inventory are fully contained on the business vehicle, (ii) the vehicle is normally driven to the customer site to produce the goods or services of the business; (iii) the vehicle is of a 1 ton rating or less; (iv) the vehicle does not routinely tow a trailer on Lake Erie property; (v) the vehicle is parked on the home site in the proper location on the home site's parking area; (vi) there is no storage of tools or equipment on the home site other than that which is stored on the vehicle; (vii) the conduct of the business causes no extra traffic at Lake Erie; (viii) repairs and maintenance to the vehicle are performed off of the premises; (ix) the vehicle is properly licensed, insured, and has all required pollution certificates; and (x) there are no signs or banners on the home site identifying the business.
- (c) Desk based businesses provided that the principle contact with customers and clients is via telecommunications or at the facilities of the customer off of Lake Erie property, and there are no signs and no banners identifying the business.
- (d) Additional constraints are: (i) A home business at Lake Erie is not permitted if such a business requires frequent routine Parcel Post, UPS, or other truck delivery services; (ii) Homes shall not be used for material storage, inventory storage, equipment storage, on-home site equipment repairs, on site retail operations, on-site direct sales, offices that will be visited by clients, or for similar activities; (iii) Any illegal activity will not be permitted; (iv) In the event of conflict with Pomfret zoning regulations, the more stringent regulation shall prevail; (iv) No employees, other than the residents of the home site, shall be permitted; (v) Yard sales are not permitted (except



when the community sponsors a yard sale next to the island area in front of the community); and (vi) Loading, handling, and movement of materials shall not cause any noise that can be heard off of the home site.

29. RESIDENT COMMUNICATIONS PROCEDURE –

- Step (1): The Resident will complete a written note, or the Lake Erie Suggestion/Complaint form, and mail it to the Licensee.
- Step (2) In addition to Step (1), the Resident will notify the Licensee immediately by phone (860-222-3997) stating what the problem/issue is and the desired resolution (if known);
- Step (3): The Resident will provide reasonable access and time as necessary for the Licensee or his agents to make the needed repairs or corrections;
- Step (4): In the event the correction/issue is not resolved in a timely manner, the Resident will again notify the Licensee by both phone and certified mail; and
- Step (5): Both the Resident and the Licensee agree that, if resolution is not now achieved, that the Resident will submit the dispute to mediation and binding arbitration using the services of a recognized mediation/arbitration service selected by the Resident and approved by the Licensee, which will not be unreasonably withheld. It is agreed that any inspection by a third party or government official will be performed only after Step #4 and only in the Licensee's presence. It is also agreed that the parties will accept any decision(s) of the mediator/arbitrator as final and binding. Payment for mediation and arbitration services will be by the losing party unless recommended or ordered otherwise by the mediator or arbitrator.

30. ORDER OF PRECEDENCE – This set of Lake Erie Rules and Regulations, Entry Requirements, and Standards take precedence over any set of earlier Rules and Regulations that may have been promulgated.

_____	_____	_____
Resident	Resident	Date
_____	_____	
Owner/Manager	Date	



Addendum B - Lake Erie On-Site Home Sales Procedures

(February 1, 2013)

I. Finding a Buyer

Resident (or Agent) Step 1. Find a ready, willing, and able buyer of the home who also complies with Lake Erie Entry Requirements.

[NOTE I-A: The home must be Safe, Sanitary, and Comply with the Standards at the time of sale if the home is to remain on its current site. The resident (home seller) may request, at anytime, the licensee (or his agent) to informally inspect his home, at no charge, to provide early visibility of deficiencies that should be corrected prior to the required inspection that will be ordered by the prospective resident) and which must be corrected prior to actual sale.]

[NOTE I-B: Lake Erie rules limit "for sale signs" to (a) being located on or in your home, (b) cannot exceed 2' by 2', (c) must be painted or printed, (d) can contain no more than "for sale", "address", and "phone number", (e) can be posted only pursuant to bona fide efforts to sell, and (f) must be removed when your home is no longer being offered for sale. One "Open House" sign may be posted on Old Canterbury Turnpike and one "Open House" sign may be on the site during the actual time of an "Open House" sale.]

[NOTE I-C: Remind any prospective purchaser, preferably in the Home Purchase & Sales Contract, that the home sales price is only for the home, and does not include the land on which the home is located.]

[NOTE I-D: The purchase and sale contract should, in addition to other contingencies, include "This offer is contingent on the home purchaser being accepted as a Lake Erie resident."]

Resident (or Agent) Step 2. When a candidate "buyer" has been procured, have the prospective resident meet directly with Lake Erie Licensee (or his agent) to become familiar with Lake Erie Rules and Regulations, Entry Requirements, and Standards; the rent history and current rent for the site; services that are included with the site rent; Lake Erie policies; and Lake Erie Standard Lease provisions prior to submitting an offer on your home.

[NOTE I-E: The Licensee will provide a copy to the prospective resident of Lake Erie Rules and Regulations, Entry Requirements, and Standards; the current rent for the site; services that are included with the site rent; Lake Erie policies; and a copy of the Lake Erie Standard Lease.]

Resident (or Agent) Step 3. Enter into a written purchase and sale contract.

Resident (or Agent) Step 4. Immediately after both the Resident and the purchaser/prospective resident have reached agreement on the terms and conditions for the sale and purchase of your home, you shall:

(a) Have the Buyer apply to the lending agency of his choice (if financing is required) and after preliminary approval of any loan requirements by the lending institution, then

(b) have the Purchaser meet with the Lake Erie Licensee (or his agent) to complete the Lake Erie prospective resident application form.

II. Application Processing for Prospective Resident

Licensee Step 1. (a) Meet with the prospective resident, (b) Accept a completed Lake Erie Resident Application form, (c) Accept the current application processing fee from the prospective resident, (d) Initiate the processing of the application, and (e) Remind the applicant that the application processing fee will be refunded in the form of reduced site rent for the first month of residency.

[NOTE II-A: Resident application processing takes 2 to 4 working days.]

Licensee Step 2. Within 10 days of receipt of the application, notify both the prospective resident and the Seller (or the Agent of the Seller) that either:

(a) the prospective resident appears to satisfy the Lake Erie Entry Requirements and will be accepted as a resident (subject only to the home being safe, sanitary, and complying with park standards), or

(b) there is adverse information contained in the report(s) on the prospective resident, and that because of the adverse information the applicant will not be accepted as a resident.

The Licensee will then notify the Seller (or the Seller's agent as appropriate) that the adverse information indicates that the applicant: (i) intends to utilize the home for an illegal purpose, and/or (ii) intends to use the home for a purpose that would disturb the quiet enjoyment of the other residents, and/or (iii) will be financially unable to pay the rent for the homesite, and/or (iv) will not comply with the Lake Erie Rules and Regulations based on prior tenancies, and/or (v) will have more residents/guests/relatives in the home than the number of bedspaces in the home, and/or (vi) will have as a resident someone who is not a relative of the purchaser, and/or (vii) is already a resident at Lake Erie.

Resident (or Agent) Step 5. Return to Resident (or Agent) Step 1 if the prospective resident is not accepted. Otherwise, continue to Resident (or Agent) Step 6.



III. Determining that the home is Safe, Sanitary, and Complies with the Standards

Resident (or Agent) Step 6: If the prospective resident is accepted, have the prospective resident order a home inspection by a licensed home inspection service company of the prospective resident's choice. The inspection shall be ordered and paid for by the prospective purchaser. The Licensee, or his agent, shall be made aware of the day and time of the inspection, and shall have the option to observe the inspection. A copy of the report will be provided to the Resident/Home Seller, and to the Licensee (or his agent).

[NOTE III-A: If the home satisfies the park standards, and the applicant does become a resident, the Licensee will reimburse the purchaser/prospective resident both the application fee and the home inspection fee in the form of reduced site rent. (In CT only).]

All items in the inspection report must be either "Excellent" or "Good" or "Acceptable". The home will not satisfy "Standards" if any item in the inspection report is identified as "poor", "bad", "in need of maintenance", "dangerous", "not acceptable", "should be repaired", "missing", or "unacceptable".

Resident (or Agent) Step 7: Make necessary repairs, if any. Collect evidence (receipts, photos, etc.) showing that the necessary repairs have been properly completed.

Resident (or Agent) Step 8: When the home owner is ready for a decision by the Licensee regarding the condition of the home, provide the Licensee (or his agent) a copy of the inspection report, and the evidence for repairs performed, along with a written request for the "Statement of the Licensees Intentions Regarding the Conditions of the Dwelling".

[NOTE III-B: IMPORTANT – ALL repairs necessary for the home to satisfy "standards" and demonstrate that the home is safe, sanitary, and habitable must be completed before (a) the home buyer will be accepted as a Lake Erie resident; and before (b) the home buyer will be offered a site lease. If a home is sold on-site without first satisfying the "standards," the Licensee cannot accept the new owner of the home as a resident, and the home becomes subject to removal because it is unlawfully on private land.]

Licensee Step 3. Within 10 days after receipt of the request for the "Statement of the Licensees Intentions Regarding the Conditions of the Dwelling", the Lake Erie Licensee will either:

- (a) Approve (in writing) the home's conditions for the (on-site) resale of the home, or

If items in the inspection report are not "Excellent" or "Good", or "Acceptable", and the recommended repairs were not completed, then the Licensee (or his agent) will not approve the home for an on-site resale by:

- (b) Specifying ways in which the home is (i) not safe, (ii) not sanitary, (iii) not in conformance with the Lake Erie Standards, and/or (iv) how the condition of the home does not meet the Standards for homes in Lake Erie.

If the home is not approved, return to Resident (or Agent) Step 7. If the home is approved, establish a date and time with the Licensee to meet with the purchaser of your home, just prior to transfer of title (closing) on the home, to sign the necessary Lake Erie residency and new site lease papers.

[NOTE III-C: The purchaser must be a resident (holding a valid site land lease) at Lake Erie prior to taking title of the home so that he will have a legal right for both himself and his home to be on privately owned Lake Erie property at the time of the closing.]

Licensee Step 4. At the meeting with the prospective resident, the Licensee will:

- (a) have the prospective resident review and sign a copy of the Lake Erie site rental rate history for the preceding three years,
- (b) have the prospective resident sign the latest version of the Lake Erie Rules and Regulations, Entry Requirements, and Standards,
- (c) enter into a new Lake Erie Standard Lease for the homesite,
- (d) have the prospective resident sign a copy of the current Lake Erie Fee Schedule (if any),
- (e) discuss questions regarding the guest, visitor, relative, parking, refuse, subletting, sale, and other provisions of the Lake Erie Rules and Regulations, Entry Requirements, and Standards, and
- (f) collect the first month's rent for the Lake Erie rental homesite (less the application and home inspection fees, In CT only).

Resident Step 9: At the closing of title of your home, in addition to all other legal documents and procedures regarding the home, and the new site lease, the seller shall provide a "Warranty that the Home is Free and Clear of all Liens" to the purchaser.

[NOTE III-D: If the Lake Erie Licensee (or his agent) procures the purchaser, the Licensee (or his agent) will, upon request, conduct the closing. There is no charge for this service.]

[NOTE III-E: Any back due land rent, late fees, taxes, other charges, and bad check fees constitute a lien on the home.]

The new site lease holder (new Lake Erie resident) is now the new owner of the home and entitled to all of the privileges of residency at Lake Erie. Approximately 60 days prior to lease expiration the Licensee will offer to the resident a lease renewal for the continued use of the home site.

