

# Community Rules

Lakeville Village, Inc.

A Resident Owned  
Manufactured Housing Community

**Designated by the Town of Geneseo  
as a Senior Park having at least 80% of residents  
being 55 years of age or older.**

Owned and operated by: Lakeville Village, Inc.

## Introduction

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

its reputation in the community at large.

*The Board of Directors*

**I. GENERAL RESPONSIBILITIES**

- The cooperative is responsible for:
  - All underground utilities
  - Snowplowing of roads
  - Maintenance of roads and common areas
  - Trees planted by original developers. All homeowners must have permission from the Board before cutting down or pruning any trees.
  - *Cooperative is responsible for garbage/rubbish removal.*
- The homeowner is responsible for:
  - Hooking up to utilities and maintaining connections
  - Upkeep of their lot
  - Obeying rules and regulations
  - Payment of lot rent on time
  - Prominently displaying the street number on the front of the home for emergency location (911)
  - All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the co-op.
- All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.
- The speed limit in the community is Fifteen (15) MPH.
- Discharge of firearms, BB guns, archery equipment, fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!

*ADM 7.25.14*

**II. OCCUPANCY**

- All housing units are to be owner occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per house is 5.
- All community rents are due on the first (1<sup>st</sup>) day of the month. There is a \$10.00 ten dollar late charge for rent received after the tenth (10<sup>th</sup>) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$25.00 over the current bank fees per check.
- Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative and the approval process for tenancy.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

- For sales of homes:
  - The letter will contain the agent's name, telephone number, and address;
  - The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
  - If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with New York State law.
- For removal of homes:
  - all lot rent, fees and assessments are to be paid in full.

- In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
- The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- For homes to be moved in:
  - The Board of Directors requires written approval of all new and used homes prior to delivery.
  - The Board of Directors reserves the right to inspect and view any used home before moving into the community.
  - If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
  - All work must meet the minimum standards set by state law.
- Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Corporation/Cooperative/Association's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- Notify the Board of Directors if there is a change in the occupancy in your home of over 30 days. The Board of Directors requires an Occupancy Agreement to be signed by an additional adult Occupant as well as a criminal background check. Conviction for a felony in the last five years or for any offense requiring registration under "Megan's Law" is grounds for rejection as an occupant or a member.
- All homeowners are responsible for the actions of their guests, members of their household and their pets. Rules apply to all guests as well as the homeowner household.
- Adults, children and pets are not to be on the property of others, uninvited.

- Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10:00 pm to 7:00 am.

### III. BUILDINGS AND STRUCTURES

- All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- Steps to homes are to be wood, aluminum or pre-cast concrete. Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side and in accordance with the town's building code.
- Any existing multiple buildings are to be grandfathered in to the rules as acceptable. Any new structure is to comply to the following standards:
  - may not exceed 12' X 12';
  - roof is pitched;
  - doors and windows stay in good repair and are able to be closed;
  - sheds must be located behind the house and approved by the Board before installation.
- All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior approval by the Board of Directors in writing and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- No pools larger than a children's wading pool are allowed and no

trampolines are allowed in the community per Cooperative insurance. Children using the wading pools must be supervised at all times by an adult. Wading pools must be placed inside of a structure and off the lawn when not in use.

- Commercial signs are not allowed.
- No excessive use of water such as watering of lawns or washing cars are allowed during a drought time.

#### IV. SITES

- Freestanding umbrella-type clotheslines are permitted but must be taken down when not in use. Stringing lines between trees and/or the home is not permitted.
- Rubbish removal is the homeowner's responsibility to get to the curb on the designated day. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible. Rubbish cans are to be removed from the curb by the end of the collection day..
- Yards are to be kept neat and free of debris. Homeowners are responsible for garden and grass upkeep of those areas within 5 feet of their structures. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.
- Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent outside fireplaces or barbecue pits are not permitted. No outside wood burning furnaces are allowed in the park.

- Fences may be used for decorative purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences.
- The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant!
- Prior written approval by the Board of Directors for planting, trimming, removing and replacement of all trees is required.


## V. VEHICLES

- Unregistered and/or un-inspected motor vehicles are not allowed in the community. No major vehicle repair or blocking up of vehicle are to be performed in the community. Tire changes and minor actions etc are permitted.
- Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snowplowing or emergency vehicles.
- Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community.
- There is to be no racing or inappropriate use of vehicles in the community.
- The speed limit is Fifteen (15) MPH
- Overnight parking of vehicles with a gross vehicle weight (GVW) of over 20,000 pounds in the community requires prior approval of the Board of Directors.

## VI. PETS

*While the members of this community understand that pets are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.*

- Domestic pets are allowed in this community with restrictions. With respect to cats and dogs, no household may have more than two, in any combination. The above restriction does not apply to any member living in the community who, as of the adoption of these community rules, is in violation of the restriction that each household has no more than two pets. However, no new pets may be brought into the community if it would create a violation of the foregoing restriction. Proof of proper immunization and licensing is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed.
- Each household is allowed two pets. The following dogs are not allowed in the park as they are considered dangerous: Pit Bulls, Rottweilers, Huskies, German Shepards, Chows, Alaskan Malamutes, Doberman Pinschers, Great Danes, St. Bernards and Akitas, *or*
- Any dog with a history of aggressive behavior or biting.
- Dogs will either be restricted to their lot or walked on a leash. A barking dog may not be left outside for longer than ten minutes.
- All cats must be kept inside of the home. Homeowners shall not feed feral animals.
- All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

7.25.16  


## VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.

## VIII. ATTORNEY'S FEES AND COSTS



In the event any legal action is commenced by the cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

#### **IX. SEVERABILITY**

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

#### **X. LIABILITY AND INDEMNITY**

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

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

of these rules and regulations or the laws of the State of New York.

**XI. VACANT LOTS**

Vacant Lots are not common areas and are restricted from use by Homeowners, residents, their families, guests and agents without prior permission from the Board.

**XII. FAILURE TO COMPLY**

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 10 DAYS ADVANCE NOTICE OF THE CHANGE.

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

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE COMMUNITY IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED  
MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND  
ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S General  
Helpline: 1-800-771-7755; Office of the Attorney General, The Capitol, Albany, NY  
12224-0341

### XIII. TENANT'S BILL OF RIGHTS

These Rules are subject to and shall be in accordance with the New York  
Tenant's Bill of Rights which can be downloaded at [www.ag.ny.gov](http://www.ag.ny.gov).

Lakeville Village Community Rules

Total 5 Pages - Approved on 7/17/16

by the Membership

Signed Linda Bowes Secretary of the Cooperative

Linda Bowes

## Community Rules Acknowledgement

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

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

Signature: \_\_\_\_\_ date: \_\_\_\_\_

Signature: \_\_\_\_\_ date: \_\_\_\_\_

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

### CERTIFICATION

I hereby certify that these Community Rules were adopted by the Membership of Lakeville Village, Inc. at its meeting held on July 25, 2016

Linda Bowes 7/25/16  
Name: Linda Bowes (date)  
Secretary of the Corporation