

# Community Rules

Brittany Terrace

A Resident Owned Community

Owned and operated by: BT, Inc. (the “Corporation”)

## 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 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’s appearance and its reputation in the community at large.

### *The Board of Directors*

The Corporation provides housing for persons 55 years of age or older in accordance with the Final Rule of Part 4, Department of Housing and Urban Development, Code of Federal Regulations, 24 CFR Part 100, Implementation of the Housing for Older Persons Act of 1995.

All residents in good standing and prospective residents of Brittany Terrace will be signing a lease.

### IMPORTANT NOTICE:

**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 AT LEAST THIRTY (30) DAYS ADVANCED NOTICE OF THE CHANGE, AND SPECIFIES WHEN THE CHANGE WILL BE EFFECTIVE.**

**SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT (WHICH MUST BE FOR A MINIMUM OF ONE YEAR), 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 TEN DAYS AFTER RECEIPT OF THE NOTICE. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.**

**IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 90 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED OR IF YOU ARE A PERSISTENT VIOLATOR OF ANY OF THE LEASE TERMS OR RULES AND REGULATIONS, AND THE VIOLATIONS HAVE CONTINUED FOR MORE THAN 10 DAYS FOLLOWING NOTICE OF THE VIOLATION(S), IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED PRIOR TO EVICTION. 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 AGREE TO COMPLY WITH THE RULES OF THIS COMMUNITY AND OTHERWISE MEET THE COMMUNITY'S MEMBERSHIP REQUIREMENTS. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY. YOU MUST PROVIDE THE COMMUNITY WITH 20 DAYS WRITTEN NOTICE IF YOU INTEND TO SELL YOUR HOME.**

**YOU HAVE THE RIGHT TO HAVE ESSENTIAL SERVICES FURNISHED AT ALL TIMES, AND TO LIVE IN A COMMUNITY WHICH IS NOT DANGEROUS, HAZARDOUS OR DETRIMENTAL TO YOUR LIFE, HEALTH OR SAFETY. YOU ALSO HAVE THE RIGHT TO RECEIVE REASONABLE NOTICE OF ANY PLANNED DISRUPTION OF NECESSARY SERVICES BY THE COMMUNITY.**

**YOU HAVE THE RIGHT TO PURCHASE EQUIPMENT OR SKIRTING FOR YOUR HOME FROM WHOMEVER YOU CHOOSE, AND TO HAVE THE INSTALLATION AND MAINTENANCE OF ELECTRIC OR GAS APPLIANCES PERFORMED BY WHOMEVER YOU CHOOSE. THIS COMMUNITY CANNOT PREVENT REPAIRERS FROM ENTERING THE COMMUNITY FOR THE PURPOSE OF INSTALLING, SERVICING OR MAINTAINING ANY SUCH APPLIANCE.**

**COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL**

**General Helpline: 1-800-771-7755;  
Office of the Attorney General,  
The Capitol  
Albany, NY  
12224-0341**

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## I. GENERAL RESPONSIBILITIES

1. The corporation is responsible for:
  - a. All underground utilities
  - b. Snowplowing of roads
  - c. Maintenance of roads and common areas
  - d. Trees
  - e. Enforcing the Community Rules of the Corporation
2. The homeowner is responsible for:
  - a. Hooking up to utilities and maintaining connections
  - b. Upkeep of their lot
  - c. The care, maintenance and snow removal of their own walk-ways and driveways.
  - d. Obeying Community Rules
  - e. Payment of lot rent and other charges on time.
  - f. The Town of New Windsor and the Orange County 911 Emergency Response System requires that all homes have their street or site number plainly visible from the road. Numbers should be four inches high.
  - g. 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 Corporation.
3. As a Senior Living Community, each home shall be occupied by persons who are 55 years of age or older, and each homeowner shall provide verification of the age of the occupants in their home. Verification shall consist of one (1) of the following: (a) a driver's license, (b) a birth certificate, (c) a passport, (d) an immigration card, (e) a military identification card, (f) any other state, local, national, or international official document containing a birth date of comparable reliability, or (g) a certification in a lease, application, affidavit or other document signed by a member of the Member's household age 18 or older, asserting that each person in the home is 55 years of age or older.
4. Each homeowner will participate cooperatively in the operation of the Park.
5. Each homeowner shall complete a survey at least once every two years conducted by the Board of Directors which shall include whether the home is presently occupied, if not the identities and ages of the last occupants and the date their occupancy ended, if occupied, the identities of each occupant of the home, their ages, whether any occupants are employees of

the Corporation or the Managing Agent, and whether any occupants are necessary to provide a reasonable accommodation to disabled residents.

6. 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.
7. The speed limit in the community is **FIFTEEN (15) MPH** unless otherwise indicated.
8. Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!
9. The management reserves the right to evict any objectionable person or persons who cause a disturbance or become a nuisance.
10. The use of profane, loud or boisterous talk or laughter, or immoral conduct will not be tolerated. Disturbing noise is not permitted at any time.
11. No materials are to be taken from Corporation stockpiles without permission.
12. Brittany Terrace community rules and regulations apply equally to all residents without any exceptions.
13. Complaints of any nature must be submitted to the management company in writing and signed or emailed. Written complaints can be placed in the rent box or mailed to the management company. Sufficient information, including names of persons involved (if any), must be supplied in order for corrective action to be taken. No action will be taken on verbal complaints or unsigned written complaints.
14. Requests of any kind must be submitted to the management company in writing. Written requests can be placed in the rent box or mailed to the management company. No action will be taken on verbal requests or request given to the Corporation's employees.

## II. OCCUPANCY & RENTS

1. All housing units are to be owner-occupied. No rentals or sub-leases are allowed, with the exception of Corporation owned units.
2. Occupancy limitations are established by the New York State Department of Health and the United States Department of Housing and Urban Development. For the purpose of correct interpretation, the term sleeping room shall mean only those areas designated as bedrooms on the home manufacturer's floor plan.
3. All lot rents are due on the first (1<sup>st</sup>) day of the month. There is a **5%** late charge for rent received after the **Tenth (10<sup>th</sup>)** day of each month. Payment for fuel, water used, maintenance fees and for any service or miscellaneous charges received during the previous month are due simultaneously with the rent. Cash is not acceptable for payment of rent. A returned check fee will be assessed on bounced checks as per the fee schedule in existence. No re-deposits of returned checks will be made. Checks and money orders made out to BT,

Inc. may be left in the Corporation's rent collection box located in the mail/library center. If three (3) checks submitted by a resident are returned by the resident's bank for any reason, BT Inc. has the right to require all of the resident's future payments to be made in the form of a money order or cashier's check. Once such requirement is instituted by BT Inc., BT Inc. will only accept payments in the required form(s); any other attempted form of payment will not be accepted by BT Inc. and the resident will be deemed to have committed a material non-compliance with this rule.

4. All "in-home" businesses must comply with New York State laws and also not create additional traffic, noise or odor to the Community. The Corporation will require a general Liability Insurance policy of not less than \$1,000,000.00 for "in-home" businesses.
5. Homeowner's financial responsibility shall consist of Base Rent which includes: recyclable and garbage service, common ground mowing, and snow removal of community roads and guest parking areas; and for Additional Rent which consists of: real property, highway, ambulance, fire district, library, and school taxes relating to Resident's home.
6. Residents are responsible for payment of all real property, highway, ambulance, fire district, library and school taxes relating to Resident's home. Taxes will be allocated to each home based on the actual taxable amount attributable to the home, or, if not available, the actual assessed value of the Resident's home as reported to the Community by the Town Assessor. All real property, highway, ambulance, fire district, library, and school tax exemptions for which a resident homeowner is eligible will be applied to the assessed value of the resident's home as determined by the Town of New Windsor assessor. Residents receiving tax bills directly from the Town of New Windsor and/or the Washingtonville School District will not be charged for taxes by the Corporation and may claim a deduction for real property and school taxes when filing Federal and State income tax forms.
7. All rents are payable in advance in accordance with the current schedule of rates and charges. For the convenience of residents, the Corporation will add together all real property, highway, ambulance, fire district, library, and school taxes assessed to Resident's home and billed to the Corporation, and, after applying all exemptions, divide the total into twelve (12) equal installment payments. This amount will be listed on your monthly statement as Additional Rent. Real property, highway, ambulance, fire district, library and school taxes will be adjusted in accordance with the tax billing cycle of Orange County, the Town of New Windsor, and the Washingtonville Central School District in conjunction with New York Real Property Law §233. Any changes in assessed taxes billed to residents will become effective with the due date of the tax increase or reduction as established by law.
8. A service charge will be charged on all outstanding accounts for goods and services other than rent. This charge is 1 ½% per month (18% per year) with a one dollar (\$1.00) per month minimum as stated in the current schedule of rates and charges.
9. Homeowners shall notify the Board of Directors if there are any additional occupants in their home for more than **thirty (30) days**. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an Occupant, but not to sign as a party obligated for the lease. Each additional adult Occupant must meet the Corporation's Criminal Background Criteria. All homeowners are responsible for the actions

of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.

10. Adults, children, pets, and their guests are not permitted on the lot or property of others, except at the express invitation of the owner of the visited home site.
11. Designated pet walking area – common area, treat the area with respect. All animal waste must be cleaned up immediately. All animal waste must be cleaned up immediately. Violators will be assessed a fine in accordance with the schedule in existence.
12. Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. Resident, any member of the Resident's household or a guest or other person under the Resident's control or present with Resident permission, shall not engage in criminal activity, including drug-related criminal activity on or near the BT Inc.'s property. 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.
13. A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from **10PM to 8 AM**.
14. Homeowner **owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "SAFETANK" standards as published by the New York Department of Environmental Conservation (DEC) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under landlord-tenant law. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 4. No ASTs of any kind are allowed to be installed as of the execution date of this document.**

### **III. BUILDINGS, STRUCTURES & SERVICES**

1. 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.
2. Brittany Terrace is a residential community. Residents must be in compliance with the zoning regulations of the Town of New Windsor and the rules of the Orange County Health Department. Fines may be levied if not in compliance.  
  
<https://newwindsor-ny.gov/Officials-Departments/Building>
3. 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.

4. All buildings, additions, porches, sheds, towers, and decks are to have prior written approval by the Board of Directors, who must sign or authorize the Permit Request, and are to comply with applicable 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 in addition to BT Inc.'s modification request form. A copy of the building permit is to be given to the Board of Directors before work begins and will be placed in the homeowner's file. It is the resident's responsibility to ensure compliance with all applicable laws and regulations.

If a Modification that requires Board approval is started or completed without that approval, the Homeowner will be assessed a \$100 fine immediately and without warning. The Homeowner must remit the \$100 together with a Modification Request within ten days of notification. Failure to do will result in additional \$100 fines every ten days until an application is submitted.

PLEASE NOTE:

SUBMISSION OF THE MODIFICATION REQUEST IS NO GUARANTEE THAT THE PROJECT WILL BE APPROVED. IF REJECTED, THE PROJECT MUST BE RETURNED TO ITS ORIGINAL CONDITION.

5. Pools and trampolines are strictly prohibited.
6. Commercial signs are not allowed.
7. Routine service is the responsibility of the homeowner. Any Resident may call the management company whenever an emergency situation arises. If you have a heating problem, call your furnace service company as soon as you are positive your furnace is not working. Long delays in extremely cold weather may result in frozen water lines and very expensive repair bills.
8. Residents may invite to their homes such vendors and tradesmen, deliverymen, servicemen, or suppliers of various goods and services and may purchase goods and services from vendors of the resident's own choosing. Before any service personnel or contractors commence work on any home or home site within Brittany Terrace, the resident owner shall require that such service personnel or contractor provide a Certificate of Insurance to BT, Inc.
9. Residents purchasing a new appliance mattress, carpet, or furniture must have the delivery personnel take away the items being replaced - including the cardboard cartons in which the new items were delivered. Residents shall instruct the delivery personnel not to place any items in the dumpster center. Any and all construction debris should be removed and disposed of by the paid contractor.
10. Vendors will not be permitted to solicit in Brittany Terrace. Residents are requested to notify the management company immediately if vendors are attempting to solicit in the community.
11. In order to have uniformity in Brittany Terrace, the following standards are established:



- a. Only one Board approved vinyl sided storage shed or Rubbermaid shed is permitted. Building is not to exceed 8' x 16'. Silver-Top storage buildings already in place on December 1, 1995 may remain provided they are maintained and in good repair. All sheds shall be well maintained, in good condition with doors that close and that can be locked.
- b. Board approved aluminum awnings or fabric awnings designed for use on patios and decks, and door and window coverings are permitted to be installed in Brittany Terrace. Residents purchasing an awning must ensure that it is professionally installed. Residents purchasing a fabric awning are hereby informed that all fabric awning material fades, deteriorates, and weakens after constant exposure to sunlight. Residents installing this type of awning agree to remove the entire awning or replace its fabric when, in the sole judgment of the Corporation or its authorized agents, the fabric or the awning components have deteriorated, faded, or weakened so that their continued use is no longer acceptable in Brittany Terrace. Fabric awnings damaged and or torn by the wind must be quickly repaired or removed.
- c. After September 1, 2006 only Board approved three season rooms with insulated roofs or screen rooms with insulated roofs are permitted. Residents who wish to winterize their existing Silver-top screen-rooms must use acrylic storm window panels. The use of: plastic, cardboard, wood, aluminum, etc. to winterize or cover screens is prohibited. Homemade room enclosures, free standing screen-rooms, and carports are not permitted.
- d. Only Composite lumber stairs with vinyl railings, meeting the local building code, are permitted to be used in Brittany Terrace. Residents who installed pre-cast concrete stairs, aluminum stairs, pressure treated wooden stairs or storage porch stairs prior to December 1, 1995 may continue their use as long as they are well maintained for safety and appearance as determined by BT, Inc. 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.
- e. Residents who desire to construct their own deck and integrated deck steps must first obtain a building permit from the Town of New Windsor Building Department and obtain written approval from the Corporation **prior** to any commencement of work. No deck may project more than ten (10') feet from the side of the home and shall not exceed twenty (20') feet in length or restrict access to any shut off valves, water or gas meters, electrical meters, or reading devices. Unless Board approves a larger dimension. The entire deck must be freestanding and may not be attached or fastened to the home or to "the ground. The entire deck structural framework must be constructed with pressure treated wood, all deck surfaces must be made of "composite lumber" or other management approved man made material and railings must be of ~~white~~ vinyl.
- f. Outside television antennas of any kind are not permitted. Citizen Band radio operators may install one single element vertical antenna on their home; directional antennas, beams, ground-plane antennas, phased arrays, buried radials and/or reflectors, and top-mounted capacitive-loading devices are not permitted. An installed antenna may not exceed one-quarter wavelength in total length, may only be installed on the roof of your

home and must be self-supporting. The bottom of the antenna must be within twelve inches of the roof. No towers, guys, wires, or any other supporting structures are permitted. Antennas requiring loading coils must be approved by the management prior to installation. Transmission lines are to be installed as inconspicuously as possible. Requests for permission to install an antenna for other radio services will be considered individually. Any Citizen Band operation causing interference with any FCC controlled service will be immediately discontinued.

- g. Eighteen (18) inch diameter Ku Band Satellite Dishes such as the type supplied by Direct TV and Dish Network or other similar services are permitted. Should you purchase a system yourself or decide to contract with a program supplier/installer for service, you must have your dish installed on your home or deck in the most inconspicuous location possible. It may not be installed on a post or tree trunk on your site. Cable from the antenna into your home must be installed behind siding or your home's skirting or foundation enclosure. Where this is not possible, the cable is to be painted the same color as your home and installed so that it runs in a straight line without sagging. It is important to know that there are many sites within Brittany Terrace that do not have a direct view of the appropriate satellite(s). These sites will not be able to receive programming.

12. Stainless steel vent and chimney pipe must be used on all visible fireplace and gas water heater vents. Galvanized vent pipe is not an acceptable replacement, except that those residents having same prior to December 1, 1995 may continue its use provided the vent pipe(s) comply with all applicable safety regulations. Galvanized vent pipe(s) must be replaced with stainless steel prior to the sale of your home.

13. Residents wishing to install gutters, down spouts, and leaders on their homes must utilize a "One-piece" seamless gutter system.

14. BBQ Grills and Fire Pits

- a. All BBQ's must be used a minimum of 10 feet from any combustible surface and structure.
- b. Propane Fire Pits are permissible only. No wood burning.

#### IV. **HOME SITES**

- 1. Trash removal is the homeowner's responsibility. Trash is to be kept within the residence. Trash is to be disposed in the garbage room, not to be stored outside of the home. Yard waste should be placed in biodegradable yard waste bags and placed outside the home on the days designated for pick up.
- 2. Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the Corporation reserves the right to have the lot cleaned and paid for at the owner's expense.

3. 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.
4. Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
5. 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.
6. The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! **DIGSAFE and all New York State** regulations apply. There are numerous underground pipes, cables, and wires at Brittany Terrace. No improvements that require penetration of the ground surface will commence prior to clearance by the appropriate agency. It is the resident's responsibility to ensure compliance. Residents must get management approval, in writing, before digging holes that are deeper than ten (10") inches.
7. Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required.
8. Sites will be seeded only once by the management. Residents wishing to improve their lawns do so at their own expense.
9. Annuals and perennials may be planted at the discretion of the resident and at the resident's risk. Shrubs and trees may be planted by permission only. They may not be removed but become the property of the Corporation.
10. Residents may add their personal touches to their sites should they wish to do so. Therefore, residents may display up to eight (8) pieces of their ceramic, cast stone, or wooden lawn art provided that these are kept in good appearance and repair and are not more than twelve (12") inches in height. Small "welcome" or free-standing site number signs and religious statues will be counted as lawn art. Permitted lawn art is to be placed on the ground and not on pedestals, tables, benches, decorative block, or piled field stone. Silk flowers are acceptable but must not be in a state of deterioration. The uses of the following listed items are prohibited:
  - a. Plastic flowers;
  - b. Plastic lawn art of any kind;
  - c. Flower planters made from tires or any empty flower pots or planters;
  - d. Pinwheels or any other wind operated apparatus;
  - e. Free standing flag poles after September 1, 2006;
  - f. Basketball hoops;
  - g. Swing sets; and
  - h. Wishing wells
11. The use of decorative concrete block, rocks; pressure-treated "landscape" ties, metal, plastic, rubber, or rolled wooden edging is not permitted. Residents desiring to install Belgium

block, cobblestone, pavers, granite, small landscape walls, or similar enhancements must obtain the approval from the Management/Board before any work is started. Residents who install any of the aforementioned items without approval may be directed to remove the installed items at the sole discretion of the Corporation.

12. Reflectors or driveway markers of any kind are not permitted without the permission of BT, Inc. management. Reflectors are only permitted during the snow season.
13. Lawns are to be kept mowed and trimmed. Residents must trim the grass around their homes, storage buildings, garages, decks and under decks, parking areas, meters, fences, and trim and weed all plantings on their sites. Residents causing injury or death to trees and bushes with string trimmers or other types of "weed eaters" will be billed the cost of replacement. The management reserves the right to enter the premises of any home-site, after written notice, to perform any necessary actions, such as mowing, trimming, and weeding to keep the site up to the standards of the Corporation. Any cost incurred will be charged to the homeowner. The homeowners agree that entry as provided herein is authorized, and the Corporation shall not be liable for trespass or violation of privacy rights.
14. Mowing is prohibited before 8 a.m. or after 8 p.m. Monday thru Saturday and before 10 a.m. or after 8 p.m. on Sunday.
15. Do not use the Dumpster to dispose of grass clippings, leaves, or brush. No furniture or large items are to be put in dumpster room. Yard waste can be removed and dumped in the large dumping area past home # 218 or may be removed by Management on Mondays and Fridays, or unless otherwise noted. Plastic flowerpots need to be emptied at the end of the planting season and placed in personal storage shed or placed in the recycling bin. Yard waste must be placed in biodegradable bags, not plastic. The use of plastic bags will carry a fine according to the fine schedule in place.
16. No personal property of any kind is to be left lying about on lawns, steps, sidewalks, or decks unless specifically permitted by these rules and regulations. Plastic toy furniture designed for use by children is to be kept in your storage building when not in use. The management reserves the right to enter the premises of any home-site, after written notice, to perform any necessary actions to keep the site up to the standards of the Corporation. Any cost incurred will be charged to the homeowner. The homeowners agree that entry as provided herein is authorized, and the Corporation shall not be liable for trespass or violation of privacy rights.
17. The exterior of each home and adjacent structures must be maintained in good appearance and must be washed and/or power washed and repainted as necessary. Any change in the exterior color of a home or adjacent structures including, without limitation: storage buildings, garages, decks, roofs, shutters, awnings, attached seasonal rooms, steps, skirting, and foundation enclosures must be approved by the Corporation. The Corporation reserves the right to require reasonable repair, maintenance, and improvements of any home or adjacent "structure(s)" to be repaired within 30 days.

18. Patios and/or decks may not be used for storage. Brooms, shovels, lawnmowers, gas cans, garbage cans, containers, and other items of this nature are to be put away after use and not left on decks, patios, walks, steps, yards, or parking areas.
19. Residents are responsible for the removal of snow from their walks, steps, and parking areas.
20. The use of rock salt (such as Halite) or any product containing rock salt to melt ice on concrete steps, patios, walks, or parking areas is prohibited, **ROCK SALT ERODES AND DESTROYS CONCRETE!!!** Ensure that any ice-melting product you purchase does not contain rock salt and is safe for use on concrete. Residents will be billed the cost of replacing rock salt damaged concrete. A safe and effective alternative is Calcium Chloride.
21. T-posts, clothes lines, umbrella clothes dryers, etc. are prohibited. Drying of clothing, rugs, baths mats, towels, etc. outside is prohibited.
22. Residents who wish to plant a small vegetable garden must first obtain written approval from the Management/Board so that a proper location may be selected - maximum size allowed is 2' x 8'. Vegetables that grow tall such as corn, asparagus; etc. that require the support of a trellis or stakes are not permitted. Tomatoes plants with maintained tomato cages are permitted. Written request needs to be submitted to the Board for approval 1 week prior to scheduled Board meeting.
23. Residents who wish to cover picnic tables, outside furniture, etc. in the winter must use commercially manufactured covers designed specifically for the item to be covered.
24. Residents who wish to decorate their sites and homes for holidays or special occasions may do so provided that the decorations are removed within 30 days.
25. Kiddy pools or wading pools are prohibited.
26. The use of electric or electronic devices designed to attract and electrocute insects are not permitted. Almost all of the insects these devices destroy are not pests but in fact are beneficial to the environment and mankind. The "Mosquito Magnet" is an acceptable alternative.
27. It is a violation of New York State law to feed deer. Residents are permitted to feed birds from hanging feeders. All ground feeding of any wildlife or stray animals is prohibited.
28. If utilizing solar sidewalk lighting, residents must ensure that they are straight.
29. Anyone damaging Corporation property will be charged the cost of repairs. Residents are held responsible for their visitors' actions.
30. Used motor oil must not be disposed of in the dumpster or left in plastic jugs inside the dumpster area. Used motor oil is to be taken to an approved disposal site such as an automotive garage. Do not attempt to recycle motor oil containers even if they are labeled "recyclable". Empty oil containers are not to be recycled but may be put in a plastic bag and then placed into one of the garbage dumpsters.

31. Please do not use community roads, parking areas, fields, or the lake to dispose of cigarette butts, gum wrappers, or other waste.
32. The Corporation has an established system for garbage, newspaper and paper, cardboard, and recyclables. Cardboard boxes must be broken down before placed in the recycling dumpster. The Corporation will publish additional recycling rules and regulations as we receive them from the appropriate authorities. For detailed recycling rules, including which items are recyclable, which are not, and approved methods of disposal, ask us for a copy of the current recycling requirements.

## V. UTILITIES

1. The septic system is not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diapers and wipes, non-bathroom tissue or bio-hazard material. As a corporation Member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages 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.
2. 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 Corporation 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'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.
3. Water faucets are not to be left running for any reason, and leaking faucets are to be repaired immediately. Dripping or slowly running water may cause your sewer line to freeze in cold weather and cause a high water bill.
4. If you use a hose for any reason, it must be equipped with a "gun-type" nozzle that will shut the water off when released. Hoses must be stored off the ground utilizing an appropriate hose holder.
5. In order to have some measure of conservation, odd-numbered sites may use hoses only on odd-dated days of the month and even-numbered sites may use hoses only on even dated days of the month. During periods of drought Management & Board will advise residents.
6. Residents without an outside faucet who wish to use a hose may install appropriate fittings at the point where their water line attaches to the home. No connections of any kind are permitted at the water riser end of the water line.
7. Only water softeners that are computer controlled or have an internal water meter to measure water as it passes through the control mechanism are permitted. Replacement cartridge-type water conditioners, such as those supplied by Culligan, that do not use water and salt to regenerate are also acceptable provided they are installed inside your home. If you wish to install a water softener, please supply us with manufacturers' literature before you

make a purchase. Water softeners that use electrical or mechanical timers to control recharging intervals are not permitted under any circumstances. Those having such systems may retain as long as same are maintained in good operating condition; and further provided that same do not interfere, obstruct, or in any way negatively impact the operation of the Corporation's water, sewer and others systems and utilities.

8. The cost of opening up any home's underground sewer pipe where clogging can be traced to carelessness of the tenant will be charged to the tenant. Popsicle sticks, disposable diapers, sanitary napkins, Q-tips, grease, cigarette butts and filters, human or animal hair, kitty litter, rubber products, and paper towels are some of the articles that cause clogging of pipes and do not digest in the sewage plant. They all belong in the trash, not in the toilet.
9. Homeowners are responsible for maintaining their own sewer and waterlines at all points above ground. Water line heat tapes must be a single heat tape of "Frostex" or "Raychem" brand metal braid covered heat tape or another brand heat tape specifically made for manufactured housing applications, insulated with a layer of fiberglass insulation made for that purpose, and wrapped with protective plastic wrapping. One heat tape sufficient in length to protect the entire water line, including the water meter, may be used. The portion of the line exposed to the elements outside of the skirting or foundation enclosure must be covered with 1 1/2" to 2" flexible corrugated black plastic water line cover. Heat tapes must be used on exterior water lines during the winter. The water line must then be insulated and covered with black corrugated plastic pipe. A water leak must be repaired immediately. If it is not, your sewer line may freeze, minerals may build up in faucets and toilets, or other water damage may occur. The Corporation is not responsible for damage to your home caused by water leaks or frozen or broken pipes.
10. Propane, and other fuel storage tanks of any kind are not permitted anywhere on Brittany Terrace property, with the exception of 20 lb. or less propane tanks used for outdoor grills.
11. Homeowners are responsible for maintaining the propane gas line from the output of the gas meter to all points inside their home.
12. Residents wishing to install a propane powered generator must first provide detailed Modification Request to the management and obtain written approval. A permit must also be obtained from the Town of New Windsor Building Department.
13. Because of odor and allergic responses to smoke, the installation of wood or solid fuel burning stoves is prohibited after November 1, 2002. Residents, who have installed wood stoves or solid fuel burning stoves prior to this date, may continue their use but shall remove them upon sale of their home. Wood storage areas are to be kept neat and orderly and be located so as to be as inconspicuous as possible from the road. Not more than one half chord of wood may be stored at any one time, and all wood must be stored in a single location. Wood and solid fuel stoves require chimney maintenance to prevent fires due to creosote buildup.
14. The management will determine the location of all central air conditioning units. Only-commercially manufactured air conditioner covers may be used to cover central air

conditioning and window units. Plastic table cloths, rolled plastic, plastic trash/garbage bags or tarps may not be used.

## VI. VEHICLES & PARKING

1. Unregistered and/or un-inspected motor vehicles are not allowed in the community. No vehicle repair or fluid changing is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted.
2. Driveways will be allocated to each home. There is no parking on lawns. Parking is not allowed on the streets. Driveways and garages must be utilized before parking in visitor parking areas.
3. Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.
4. There is to be no racing or inappropriate use of any vehicles in the community.
5. Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.
6. The speed limit in Brittany Terrace is **15 MPH** unless otherwise posted and must be observed at all times. The management reserves the right to immediately send violation to any person driving recklessly in the community. If ongoing offenses occur, homeowner is subject to violations and/or fines per occurrence. See fine schedule.
7. Third vehicles and guest cars are to be parked in guest parking areas only, and are not to be parked on concrete patios under any circumstances. If additional parking is needed for guests for special occasions, vehicles should be parked on the pavement, not on the grass or partially on the grass. Residents are allocated parking spaces for two vehicles, and there is a monthly charge of \$25 for each additional vehicle. There is no parking permitted on any road in Brittany Terrace overnight.
8. Major vehicle repair work and spray painting is prohibited. Empty oil containers are not recyclable.
9. Mufflers must be maintained so as not to cause any unnecessary noise over and above the noise that was created by the vehicle's original equipment.
10. Vehicles must be maintained in good appearance. For example, vehicles with flat tires, missing fenders, missing bumpers, etc. must be repaired or removed from Brittany Terrace. Vehicles are not to be used as storage units.
11. Blowing of automobile horns, other than in an emergency, is prohibited. Do not use your horn to announce your arrival or departure.
12. Travel trailers, campers, and motor homes may be brought into Brittany Terrace after 5 p.m., parked in your parking space, and must be out of the community by 9 a.m. of the following



morning. If your travel trailer, camper or motor home does not fit into your parking space, it may not be parked on the road or on your lawn. Call Management for instructions. Boat trailers and utility trailers may be brought into Brittany Terrace for the purposes of loading and unloading only and may not be kept or stored overnight. We stress that abuses will result in the exclusion of the aforementioned vehicles from the community. Management must be notified 24 hours in advance.

13. Bicycles, including those ridden by minor children, must follow the same rules of the road as automobiles while on Brittany Terrace property. New York State bicycle helmet law applies in Brittany Terrace; therefore, all persons riding bicycles in Brittany Terrace must abide by the New York State bicycle helmet law.
14. Residents parking to access either the mail or dumpster containers are to park only in the marked spaces.
15. Pedestrians, golf carts, bicycles and special needs scooters shall be granted the right-of-way at all times.

## VII. LAKE

1. The Brittany Terrace Lake and picnic grounds are for your enjoyment.
2. Small row boats and canoes are permitted. Power boats are prohibited.
3. There is no vehicular access to the lake.
4. Swimming and ice skating are not allowed.
5. Residents with lakeside homes may not access the lake from their sites.
6. Fishing is permitted on the west side of the lake only.
7. We ask that anyone using the lake or picnic grounds clean up after themselves. Please take all your trash, soda cans or bottles, papers, and broken fishing lines, etc. home with you for disposal.
8. Lakeside residents must not dispose of anything by throwing it over the lake fence and must not stand on or climb over the fence for any reason. There is no direct access to the lake from any home site.

## VIII. SALE OF HOMES

1. Any homeowner wishing to sell or remove their home is required to give a twenty (20) day written notice of intent to the Management Company. 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 corporation as a condition of allowing the home to remain in the community. The homeowner, having given notice to the Management

Company that it intends to sell, will contact the Management Company so that they can provide any prospective buyers with the Membership packet.

2. For a period of thirty (30) days following the delivery of the notice to the Management Company, if the homeowner 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 homeowner 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 homeowner in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling homeowner.
3. 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.
4. **As part of the Membership Application process, it is also a requirement that the potential member/homeowner submit to a Criminal Background Check and a Credit Check.**
5. For sales of homes:
  - i) The notice to the Corporation will contain the agent's name, telephone number, and address, if you are using the services of a real estate agent.
  - ii) The notice will also contain the asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement. A copy of the Purchase and Sale must be included with this notice.
  - iii) All home inspections conducted in connection with a sale of a home must comply with New York State law.
  - iv) Prior to sale, resident must produce a Certificate of Occupancy for each structure issued by the Town of New Windsor Building Department.
6. For removal of homes:
  - i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
  - ii) In addition, a copy of any permit to remove, as required by the locality, is to be given to the Board of Directors prior to removal.
  - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
7. For homes to be moved in:

- i) The Board of Directors must approve in writing all new homes prior to delivery and shall be provided with a copy of the bill of sale or executed New York State title to the home as proof of new ownership.
  - ii) Any new manufactured home to be installed in the community must comply with the rules and regulations of the Community and must also conform to the physical facilities then existing for installation of manufactured homes in the Community as determined by the Board of Directors in writing prior to installation.
  - iii) The Board of Directors reserves the right to inspect and view any home before moving into the community. No used manufactured homes are to be installed.
  - iv) Any workers hired to install the home must comply with applicable federal, state or local laws such as any applicable licensing or bonding requirements.
  - v) All installers shall be NYS Certified and must be approved by BT Inc.
8. The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this Corporation:
- a. Notwithstanding any other Rule or Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by [applicable state law]), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.
  - b. Notwithstanding rights of the Corporation under applicable state law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.
9. Homeowners will be held responsible for damages caused by moving companies and other vendors to lawns, landscaping, and other property.
10. Advertising signs or displaying of "For Sale" signs or any similar sign on or in any manufactured home in the community is subject to New York Real Property Law §233 and the Laws of the Town of New Windsor.
11. A home may not be sold with the understanding that the buyer will retain the seller's site. In order to upgrade and modernize the community; the Corporation reserves the right to relocate the sold home to another site within the community at no expense to the purchaser.

12. A home may not be sold with the understanding that the buyer's site rent will be the same as the sellers. This is subject to community budget increases.
13. In the interest of safety, quality, and uniformity all homes being sold that are to remain in Brittany Terrace must have the following improvements made:
  - a. Smoke detectors and carbon monoxide (CO) detectors shall be installed at appropriate locations as determined by the Fire Inspector of the Town of New Windsor and by the current Federal Department of Housing and Urban Development standards for manufactured housing. Detectors must be of a type permitted by the Federal (H.U.D.) code.
  - b. Water line heat tape must be a single heat tape of "Frostex" or "Raychem" brand metal braid covered heat tape or another brand heat tape specifically made for manufactured housing applications, insulated with a layer of fiberglass insulation made for that purpose, wrapped with protective plastic wrapping, and the portion of the line exposed to the elements outside of the home (if any) must be covered with 1-1/2" to 2" flexible corrugated black plastic water line cover.
  - c. All aboveground sewer lines made of semi-rigid plastic must be upgraded to rigid plastic.
14. All things necessary to bring the home and site into compliance with current community rules and regulations must be completed prior to the sale of any home remaining in Brittany Terrace. This includes, but is not limited to, removal of wood or solid fuel burning stoves; replacement of damaged vinyl skirting or repair of insulated foundation enclosure, replacement of vent pipes with stainless steel vent pipes, replacement of all unsafe or deteriorated stairs, and any necessary painting.

## **IX. ANIMALS & PETS**

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

1. Domestic pets are allowed in this community with restrictions. Dogs must be registered with the Town of New Windsor Clerk and upon request the Corporation shall be provided with a copy of the license. Proper immunization is an important responsibility of the homeowner and residents. All dogs must display this tag on their collar as well as a current rabies vaccination tag. All licenses and vaccinations must be kept up to date. Additionally, the owner must maintain liability insurance with minimum limits of \$500,000.00, and upon request shall provide the Corporation with a certificate confirming such licenses, vaccinations, and insurance. Placement of farm and wild animals on any Corporation property is not allowed.
2. These dogs are prohibited, effective as of the date of execution of this document:
  - a. Any dog with a documented history of aggressive behavior or biting; and
  - b. Dogs in excess of 25 pounds.

3. No walking of pets on other homeowner's home sites unless invited. All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner, whether on individual home sites, on or along-side Brittany Terrace roads, or in other common areas. A barking dog may not be left outside for longer than ten minutes.
4. All pets, including cats, must be kept inside of the home unless leashed and attended. The only exceptions are those cats that were permitted to roam free before the Corporation acquired the community.
5. Residents may apply for an exception to the "IX. Animals & Pets section of the Community Rules" by submitting a Request for a Reasonable Accommodation.
6. Pets belonging to visiting guest are subject to the same rules as residents' pets.
7. Any violations in accordance with this section shall incur a monetary fine in accordance with the Corporation's Fee Policy. Additionally, upon a third justifiable complaint the resident will be asked to remove the pet from the home or vacate the premises. In accordance with the fee policy. In accordance with the fee schedule.
8. Dog houses, pens, runs, or pet enclosures of any kind are prohibited.
9. After kittens and cats take care of their personal business, you may not put kitty litter into your toilets - even if the product claims that it is "flushable". Kitty litter causes the sewer treatment plant to clog. Cat waste must be bagged in a doubled plastic bag and disposed of along with garbage.
10. No more than two four-legged pets will be allowed per home.

## **X. MEETING PARTICIPATION**

In order to ensure that Board and Membership meetings are productive and without disruption, the Board of Directors has adopted the following **Ground Rules for Participation**.

1. **Preparation for Membership Meeting:**
  - a. Announcement will be made 1 week prior to all community members.
  - b. All questions, comments and concerns should be submitted to management or left in the rent box for discussion no later than the day before the meeting. Name, address, and contact information is required to be on the submission.

The Board welcomes and encourages the presence of Members at all meetings (unless in executive session). However, it is essential for the efficient and effective transaction of BT Inc. business at these meetings that all the members conduct themselves in a businesslike, ethical, and appropriate manner that serves the best interests of the BT Inc. To that end, all Members are expected to adhere

to the following Code of Conduct at all meetings and are subject to removal from the meeting and/or disciplinary action based on this policy, and the governing documents of BT, Inc. Remember the Board of Directors are here for the best interest of the community.

In order to ensure that Board and Membership meetings are productive and without disruption, the Board of Directors has adopted the following **Ground Rules for Meeting Participation**.

**Preparation for Membership Meeting:**

- All questions, comments and concerns must be submitted to Management no later than 5 days prior to the meeting to add it to the agenda. If the request is not submitted prior to the meeting it will not be discussed. Please put your name, address, and contact information on the submission. Submissions may be mailed, emailed or left in the rent box.

**When a Board or Membership meeting is called to order:**

- The President sets the agenda; and keeps the meeting on task and on time.
- Discussion should stay focused on the subject at hand.
- Only one person may speak at a time with a 3-minute time slot. Participants should refrain from side conversations.
- Members must maintain decorum, sit quietly, and refrain from speaking until recognized by the meeting chair. During officer reports, members are to hold all questions until the reports are finished, then raise their hands and wait to be recognized at the end of a board meeting.
- Cell phones should be turned off or put on “vibrate”.

**When speaking:**

- If you have a concern or issue to discuss, make it about the issue or concern, not the person/people involved. No personal attacks! Focus of the meeting is for the community, not any one member.
- When speaking, speak slowly, clearly, and be concise. No profanity! Voice volume should not be louder than necessary for people to hear.
- Remain positive during discussion, with a focus on how to improve the BT Inc. Community.
- Past problems are learning experiences and are not to be used in a negative fashion for discussion of current issues.
- Speak politely and with respect. It is never acceptable to verbally attack another person. Members who engage in this behavior will be asked to leave.

- In addition, respect for procedures and order is required at all times. Any disruptions by the membership will be addressed by the Board and repeat violators will be removed from the meeting.
- Removal from any meeting the first time is a warning. Removal a second time will result in a \$50 fine. Removal a third time will carry a 6 month ban from all meetings.
- **If things are getting heated a five-minute time out can be called at the discretion of the President**

## **XI. ENFORCEMENT**

1. Enforcement of the Community Rules shall be governed by the By Laws of the Corporation.
2. 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.
3. In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the resident must pay all legal fees and costs incurred by the Corporation to the extent permitted by law. These fees and costs will be paid by the resident, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the resident. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the resident in accordance with these Community Rules.
4. In the event a legal action is commenced against the Corporation by a resident and the Corporation prevails in said action or the action is withdrawn by the resident, the resident shall be required to reimburse the Corporation for the costs of defending such action. To the extent permitted by law, the Corporation shall not be responsible for paying the resident's legal fees. This is justified since the resident is a member of the Corporation and a partial owner of the Corporation. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

## **XII. MISCELLANEOUS**

1. Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.
2. The Corporation 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 Corporation 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, nor 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 the homeowner's improper use thereof. Homeowners hereby covenant and agree to indemnify the Corporation to the extent permitted by law and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses.

3. To the extent permitted by law, homeowners hereby release the Corporation from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the Corporation is not responsible for claims or damages that may be caused by the re-entering and taking of possession by the Corporation under conditions of these rules and regulations or the laws of the State of New York.
4. In the event that more than one person shall be, or become, the homeowner hereunder, then the obligation of the homeowner shall be deemed to be the joint and several obligations of each such person.
5. Whenever a noun or pronoun referring to the parties is used in any particular gender or number, it shall be understood to mean any other gender or number, as the circumstance may require. The terms "homeowner", "tenant", "occupant" and "resident" are used interchangeably as circumstances may require.
6. The Board of Directors reserves the right to change, amend, or add to these rules and regulations in accordance with the laws of the State of New York.

**XIII. Fine and Fee Schedule**

Homeowners not adhering to the Rules and Regulations will be given a written warning stating the corrective action to be taken within a short period of time. Disregarding the warning will result in progressive fines and ultimately, legal action. Sequence of fines other than those specifically listed herein, are as follows:

1 <sup>st</sup> Notice		Warning Only
2 <sup>nd</sup> Notice		\$25.00 Fine
3 <sup>rd</sup> Notice		\$50.00 Fine
4 <sup>th</sup> Notice		\$100.00 Fine
5 <sup>th</sup> Notice		Legal Action (Cost borne by Homeowner)
Page 5	5% Late charge	If payment received after the 10 <sup>th</sup> of the month.
Page 8	\$100	Unapproved structural changes, additional \$100 every 10 days



Page 16	\$25	Additional charge per vehicle (more than 2)
Page 23	\$50	Removal from meeting

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).

**Brittany Terrace Community Rules**

**Total \_\_\_\_\_ Pages – Approved on \_\_\_/\_\_\_/\_\_\_**

**by the Membership**

The foregoing is a true and accurate account, attested by, \_\_\_\_\_  
Secretary