

Community Rules

Creek & Pine

A Resident Owned Community

Owned and operated by: Kayadeross Acres, 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's appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW SUPPLEMENT THE OCCUPANCY AGREEMENT OR LEASE AGREEMENT THAT GOVERNS YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THEY APPLY TO BOTH MEMBERS AS TENANTS AND NON-MEMBER TENANTS. EACH ARE CALLED A RESIDENT IN THESE COMMUNITY RULES.

THE LAW (NY State Real Property Law section 233) REQUIRES ALL RULES OF THIS COMMUNITY BE IN CONFORMANCE WITH SECTION 233 AND NOT BE UNREASONABLE, ARBITRARY OR CAPRICIOUS. NO RULE MAY BE CHANGED UNLESS THE MEMBERS OF KAYADEROSS ACRES, INC. VOTE TO CHANGE THE RULES AND YOU ARE GIVEN 30 DAYS ADVANCED NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN OCCUPANCY OR 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 VIOLATION OF THE OCCUPANCY AGREEMENT OR LEASE AGREEMENT OR FOR NOT FOLLOWING THE RULES & REGULATIONS, AFTER YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR ALLEGED DEFAULT

OR VIOLATION. 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 IS APPROVED BY THE BOARD OF DIRECTORS PURSUANT TO THE COMMUNITY'S APPLICATION PROCESS. YOU MUST NOTIFY THE BOARD OF DIRECTORS IN WRITING IF YOU INTEND TO SELL YOUR HOME PRIOR TO PUTTING YOUR HOME UP FOR SALE. FAILURE TO DO SO MAY DELAY THE SALE PROCESS OR MEAN THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY.

YOU MAY NOT BE EVICTED FOR YOUR PARTICIPATION IN A TENANTS ORGANIZATION OR FOR A GOOD FAITH COMPLAINT, TO A GOVERNMENTAL AUTHORITY OF THE ALLEGED VIOLATIONS OF ANY HEALTH OR SAFETY LAW, OR ANY LAW OR REGULATION WHICH HAS AS ITS OBJECTIVE THE REGULATION OF THE COMMUNITY.

SEVERABILITY: SHOULD ANY PORTION OF THESE RULES BE DEEMED ILLEGAL, IT DOES NOT MEAN THE ENTIRE RULES ARE ILLEGAL.

SECTION 1: GENERAL RESPONSIBILITIES

The cooperative is responsible for:

- All underground utilities
- Snowplowing of roads
- Maintenance of roads and common areas
- Trees
- Utility Poles not owned by a utility company
- Enforcement of the community rules
- Rubbish removal

The homeowner is responsible for:

- Hooking up to utilities and maintaining connections
- Upkeep of their lot
- The care, maintenance and snow removal of their own walk-ways and driveways.
- Obeying community rules
- Payment of lot rent on time
- Clearly labeling his/her electric meters with lot # and identifying the location of his/her exterior water shut off
- Prominently displaying the street number on the front of the home for emergency purposes so that the number is visible from the street

1. HOMEOWNERS INSURANCE: 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 with sufficient liability coverage.

2. SPEED LIMIT: The speed limit in the community is Fifteen (15) miles per hour (MPH) unless otherwise posted.

3. FIREARMS & FIREWORKS: Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is prohibited.

4. NOISE LEVEL: A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 9 AM.

SECTION 2: OCCUPANCY & OCCUPANCY CHARGES

1. OWNER OCCUPIED: 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 adults allowed per home is 4.

2. RENT: All lot rents are due on the first (1st) day of the month. There is a twenty-five (\$25.00) prompt payment discount for all rent received or postmarked by the 5th of the month regardless if the 5th is a Sunday or a legal holiday.

Cash is not acceptable for payment of rent. A returned check fee of \$30 will be assessed per returned check. No re-deposits will be made. If your check is returned as unpaid for any reason two or more times, we will no longer accept a personal check and all payments must be submitted via a money order or bank-drafted check.

Non-Member rent shall be \$75 above the prevailing member rent.

3. PAST DUE RENT COLLECTION: A homeowner is responsible for all applicable fees related to collecting past due rent including but not limited to any fees incurred for serving demand and eviction notices, drafting court documents, attorney fees, etc. The Cooperative is not responsible for any attorney fees incurred by resident.

4. SELLING YOUR HOME: 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 may delay the processing of the home buyer's new membership application.

The letter will contain the agent's name, telephone number, and address.

5. FOR REMOVAL OF HOMES: Homeowners are required to give thirty (30) days advance notice of removing a home from the property. Failure to give notice may delay the processing of your membership fee being returned. The following conditions must be met:

A. All lot rent, fees, and assessments must be paid in full

- B. A copy of the permit to remove or demolition permit (as applicable) must be given to the Board of Directors prior to removal or demolition.
- C. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- D. All adjacent and/or accessory buildings must be removed within one week of the moving of the manufactured home. Once the timeframe lapses for which a homeowner has paid lot rent, such structures will be considered abandoned and may be discarded or disposed of by the Cooperative and the former owner may be billed for such removal. Removal of anything whatsoever from a vacated lot by anyone whomsoever other than the Board approved authorized party will be viewed as theft and reported to the police.
- E. If a home is damaged beyond repair by fire or other causes, the homeowner is fully responsible for the removal of the home.
- F. Damage to the site or removal of Community owned property by the homeowner will be billed to the homeowner and/or reported to the police as theft/vandalism.

6. FOR HOMES TO BE MOVED IN:

- A. The Board of Directors requires written approval of all new and used homes prior to delivery.
- B. 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.
- C. All work must meet the minimum standards set by state law.

7. LOW TO MODERATE INCOME REQUIREMENTS: 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. If the Corporation is owed money by the resident, the Board of Directors will sign a deed (as required by NY state law), as requested but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien (pursuant to NY law) on the resident's home for those amounts due and owing the Corporation. The deed should only be recorded upon payment to the Corporation of all outstanding balances due to the Corporation, if not the Buyer will be on notice of the lien and the Corporation may collect it against the home despite the transfer. [Insert applicable state law and provisions into this paragraph]

8. FANNIE MAE: The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this cooperative:

Notwithstanding any other 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 New York

Law), or directly from the holder of an Eligible Loan, shall be exempt from any “low income” requirement.

Notwithstanding rights of the Corporation/Cooperative/Association under New York 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/Cooperative/Association 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/Cooperative/Association’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/Cooperative/Association 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. IN HOME BUSINESSES: Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.

10. SEPTIC SYSTEMS: Septic systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children’s toys, diaper wipes, non-bathroom tissue or bio-hazard material. 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.

11. WATER LEAKS: It is the responsibility of the homeowner to provide for securing the home’s water lines from leakage. 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’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. The homeowner will have 30 days to pay the resulting bill after which the bill will become added lot rent.

12. ADDITIONAL OCCUPANTS: Notify the Board of Directors if there are any additions of occupants in your home that exceeds 30 days. In all cases, the total number of occupants shall not exceed the established occupancy limits. 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. Each additional adult Occupant must meet the Corporation’s Criminal Background Criteria.

SECTION 3: BUILDINGS AND STRUCTURES

1. GENERAL APPEARANCE: 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. 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.

2. SHEDS: Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
may not exceed 12' X 12'
doors and windows stay in good repair and are able to be closed

3. ADDITIONAL STRUCTURES: All buildings, additions, porches, sheds, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request, 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.

Any homeowner or resident who undertakes an improvement, extension, enclosure or addition without written Board approval and/or without a permit from the Town of Ballston Spa will be required to remove the non-permitted work within two weeks of written request from the Board to do so or may be referred to the Town of Ballston Spa Code Enforcement. Failure to comply with this provision may be ground for Termination of the Occupancy Agreement.

4. POOLS AND TRAMPOLINES: Trampolines are Prohibited! Above ground pools must have prior approval from the Board of Directors. All pools must be fenced in. The homeowner must supply proof of insurance that there is homeowner's insurance with sufficient liability coverage for the pool. A copy of the insurance must be given to the Property Management Agent.

5. FENCES: Fences may be used for decorative purposes only and may be no higher than four (4) feet. Homeowners must obtain written permission from the Board of Directors and a permit, as applicable, from the Town of Ballston Spa before any fence can be installed.

Invisible pet fences are allowed.

Existing fences cannot be replaced without Board of Directors written permission.

6. CARPORTS: Carports are allowed. Proper written permission from the Property Management Agent must be obtained before installation. All structures must be six (6) feet from the roadway to allow for snow removal.

7. GAZEBOS AND SCREEN TENTS: Gazebos and screen tents up to 10' x 10' are permitted under the following conditions:

1. Tents may not exceed 100 square feet
2. The grass underneath the tent must be maintained after the tent is removed
3. All tents are subject to removal immediately by the Board of Directors
4. Any permanent structure must adhere to rule III. 3.

SECTION 4: SITES

1. COMMERCIAL SIGNS: Commercial signs are not allowed.

2. CLOTHES LINES: clotheslines are permitted in the backyard and out of sight if possible, otherwise, reasonably located.

3. RUBBISH: Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible. Rubbish cans must be put on the roadside no earlier than the night before pick up and must be removed from the roadside by the following evening.

4. YARDS: Yards are to be kept neat and free of debris and remain attractive at all times.

Construction materials, bicycles, tires, and other excessive items of any kind may never be stored on porches, decks, or lawns at any time.

Outside children's toys must be kept neat and orderly.

If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense. Any such bill will be considered additional lot rent.

5. BURNING: Outside burning of leaves, rubbish, etc. is not permitted.

6. FIRE PITS: All fires must comply with State and Local fire code and can be no bigger than 3 feet by 3 feet.

7. DIG SAFE: 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! DIGSAFE regulations apply.

8. TREES: Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required. If a homeowner plants a tree, the homeowner is responsible for all further maintenance and trimming of that tree.

9. LAWNS: Lawns are to be kept trimmed and mowed so that grass is not more than three (3) inches high. Mowing is not allowed before 9 AM and after 10 PM. Leaves must be raked and removed from the individual lot.

10. OIL TANKS: 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 Services (DES) 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 Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents. Screening the tank from view is suggested.

11. FIREWOOD: Felled and chopped wood for the purpose of wood burning stoves and furnaces, which does not include construction scraps or construction debris, may be kept on the lot, must be stacked neatly, next to an existing structure on the lot and may not exceed 8'X8'. Residents may not erect additional storage structures for the purpose of fire wood storage. Firewood must not block utility meters, nor block any doors or windows.

SECTION 5: MOTOR VEHICLES

1. STATE LAWS APPLY: As the community roads are unrestricted, public access roads, all NYS laws apply to the Community Roads. All laws pertaining to licensing and operating a motor vehicle apply to driving on Community roads, such as children must be in seatbelts, all infants in car seats or booster seats, while a motor vehicle is in operation.

No passenger can ride atop of a vehicle or in the back of an open pickup truck beds while the vehicle is in motion anywhere in the Community, etc.

2. LICENSED DRIVERS ONLY: No one without a valid, current NYS Driver's License is permitted to operate any type of motor or motorized vehicle anywhere in the Community.

Unlicensed minors, may never operate a motorized vehicle of any kind, anywhere in the community, at any time. Per NYS law, an operator with a learner's permit, and without a licensed passenger of 21 years of age or older, will be considered unlicensed, and reported to the police and other authorities.

3. UNREGISTERED VEHICLES: Absolutely no unregistered, non-running or unlicensed vehicles are permitted within the community. Residents will be notified in writing to remove or repair a vehicle within 3 days or the vehicle will be towed at the resident's expense. Once the resident received such a notice, the resident may immediately contact the Board of Directors in writing committing to a repair and/or vehicle registration schedule. Failure to receive such a response will result in the vehicle being towed at the Resident's expense. The towing charge must be paid within 30 days and shall be considered an additional lot rent charge.

4. SCRAP/RESALE: Vehicles may not be brought into the community to scrap, junk, or otherwise demolish the vehicle. Vehicles may not be brought into the Community to repair for other people or for resale.

5. SPEED LIMIT: The speed limit inside the community is FIFTEEN (15) MPH unless otherwise posted. Since this is considered to be a reasonable speed limit, your cooperation with this rule will ensure the safety of everyone in the community. All residents are responsible for their guests, invitees, delivery series, etc. obeying the speed limit.

FINES FOR SPEEDING: Once a speeding violation is verified, the Resident will be sent a written notice regarding the violation. If three such written notices of verified speeding violations are sent to a Resident, a fine of \$50.00 will be imposed and will become added lot rent if not paid within 30 days.

6. VEHICLE REPAIR: Major vehicle repairs are not allowed within the community. Only repairs that can be done within three days are permitted. No motor changes, transmissions or rear ends or other major repairs are allowed. Oil changes are permitted. Oil must be disposed of properly and off property. No repairs may be conducted in the roadways, lawns, or common areas of the community. All repair work must be done in the resident's driveway. Repairs must be made to resident vehicles only.

Residents will be charged for the damage to repair, replace, resurface, and/or recoat their driveway related to motor vehicle oil leaks, etc. whether from repairs or lack of repairs to the motor vehicle parked in the residents' driveway.

7. MOTORCYCLES: helmets must be worn when operating and/or riding on a motorcycle within the community. Motorcycles may never be parked on the lawn of a homeowner's lot.

8. PROHIBITED VEHICLES: Except for vehicles actively performing a service or delivery; Towing vehicles, tractor trailer haulers and trailers, any vehicle over 10,000lbs (5 tons) G.V.W., and any other commercially marked vehicle (of any size/weight), are prohibited from being brought in, used, or parked within the community.

ATV's, Snowmobiles, and other recreational vehicles may be permitted to be brought in, provided they remain upon a hauling trailer, are not ridden or operated, and the resident obtains prior permission to store the ATV's either out of site or in the storage area. .

9. ELECTRIC TOY VEHICLES: Electronic and/or battery operated toys/cars/scooters may never be operated on Community roads, parking areas, or at the Community postal facility by a child or adolescent, without active adult supervision.

SECTION 6: PARKING

1. DRIVEWAYS: Residents are allowed as many vehicles as the driveway permits. If a resident desires to extend the driveway at their own expense, prior written permission from the Board of Directors is required.

2. NO PARKING: There is no parking on lawns or overnight parking on roadways.

3. RV/TRAILER/BOAT PARKING: Boats, boat trailers, and all RV's are permitted in the storage area only. An application must be completed along with a photo copy of the vehicle registration and approved in writing prior to storage of any vehicle in the storage area. Boats, boat trailers, and RV's may never be parked in a driveway or on the roadway.

With prior Board approval, a resident may park a boat, boat trailer, or RV in their driveway for no more than 24 hours for the purpose of preparing the vehicle for departure or return. Residents may not impede traffic, block roads, or park the vehicle on the grassy areas anytime.

Only vehicles registered to a resident are permitted to be kept in the storage area. Vehicles must be moved or removed at the written request of the Board of Directors. Non-registered vehicles, abandoned vehicles, etc. are subject to being towed at the residents' expense.

All vehicles must be insurance. Proof of insurance must be submitted to the Property Management Agent.

4. RISK & LIABILITY: All vehicles kept or stored in the storage area are strictly at your own risk. The Community is not responsible for any loss, theft, damage, etc. to vehicles parked in the storage area. The Community assumes no responsibility for the safety of vehicles stored in the RV area.

Residents are responsible to have insurance on any vehicles stored in the storage area.

SECTION 7: CONDUCT

1. OTHER PEOPLES LOTS: Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.

The Management Agent, Board officials, and appointed volunteers of the Community are permitted to enter another residents lot if performing an official duty; such as performing a safety/site check or site maintenance.

2. DRUGS: This is a drug free community. Use, sale or giving of illegal drugs to others in this community is prohibited and constitutes a material breach of this agreement, which will result in legal action/immediate eviction.

3. ALCOHOL: Open containers of alcohol are not permitted in common areas. Public drunkenness is strictly prohibited.

4. ILLEGAL ACTIVITIES: Participation in illegal activities within the Community will be grounds for immediate eviction.

5. BICYCLE HELMETS: Per NYS law, minors (14) fourteen years old and younger must wear a helmet when riding a bicycle. There will be a \$25 fine for each violation. All fines will be considered additional rent.

6. SUPERVISION: Minors (6) six years and younger must have adult or qualified supervision at all times when outside their own yard within the Community. No unsupervised minors shall be in any common areas after 10 PM.

SECTION 8: GUESTS AND OCCUPANCY

A GUEST IS DEFINED AS: anyone visiting, whether invited or uninvited, or a household person who is residing in the Community with a Resident of Record.

1. RULES & REGULATIONS: It is the responsibility of the Resident to explain the Cooperative's Rules & Regulations to their guests and to insure that their guests abide by these Rules & Regulations. The Resident is responsible for the conduct of their guests while their guests are on Kayadeross Acres, Inc. property.

2. DURATION: Guests and/or relatives are welcome on a temporary basis, not to exceed 30 days in length without written Board Approval.

3. EMERGENCY CONTACT: The name, address, and telephone number of a person who can be contacted on your behalf in an emergency is mandatory. All existing resident/Members are required to maintain current emergency contact information.

4. RECORD OF OCCUPANCY: Kayadeross Acres, Inc. (the Cooperative), as Owner of the Community, must maintain current and accurate records of all residents in the occupancy of the community, as per Local and State Laws.

All residents are required to provide in writing the names of all household residents and to maintain all of their current telephone numbers and email addresses on file with the Management Agent. Such information will not be released to unauthorized parties and will be kept confidential. You must advise the Board immediately if your phone number or email address changes.

5. LIABILITY: The resident of record for all homes has the complete responsibility for any individuals who are visiting or residing at the home and shall be held completely responsible for the actions of those individuals and will be held financially liable for any damages done to the property of the Cooperative. This means that the resident will be held monetarily and legally responsible for any damage to the Cooperative property, and/or for violation of the Community Rules & Regulations.

6. GUEST TO RESIDENT: A guest staying thirty (30) days or longer is considered an additional occupant of that home and must be added to the Occupancy Agreement.

SECTION 9: ANIMALS

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. PET LIMIT: A resident household can have a maximum of four (4) pets.

2. PROHIBITED BREEDS: The following restrictions apply to animals in the community:

1. Any dog with a history of aggressive or biting behavior. Any animal that bites another animal or person in the Community will be required to be removed from the Community. Failure to do so within fifteen (15) days will be cause for immediate Termination of Residency and will result in eviction.
2. Any breed listed on Kayadeross Acre, Inc. insurance company list of prohibited breeds.

3. REGISTRATION: All animals must be registered with the Board of Directors by having completed a Pet Registration form. This form can be obtained by the Management Agent or at the Office.

4. RESTRICTED TO LOT OR LEASH: All pets must be leashed or restricted to the residents' lot. Animals may not be left chained outside if the resident or homeowner is not home.

5. PET WASTE: Homeowners must clean up the waste from their animal immediately, even on their own lot, another lot, or the street. Failure to do so will result in a \$25 fine. All fines will be

considered additional rent. Documented failure to clean up after an animal after three (3) written violations will result in the notification to permanently remove the animal from the community.

6. IMMUNIZATION: all cats and dogs must have rabies shots as required by NYS law. All dogs must be licensed and registered with the Town of Ballston Spa Animal Control within 30 days of residency. All paperwork must be updated annually and submitted to the Corporation.

7. STRAY ANIMALS: All domestic pets must have a collar. All animals without a collar that identifies the animal's owner will be viewed as a stray and subject to removal from the community by having the animal conveyed to the local shelter or humane society.

8. GUEST PETS: Visiting pets that are in the Community for over three (3) days require written approval by the Board of Directors. All pets must be registered and immunized.

9. OUTDOOR CATS: All cats must be kept indoors. No outside casts are allowed.

SECTION 10: COMPLAINTS

Any and all complaints about the actions or residents/Members, guests, pets, and others at Kayadeross Acres, Inc. must be submitted in writing in a timely manner and must be signed by the person lodging the complaint and left at the Office or mailed to the Management Agent.

SECTION 11: CREEK

The creek cannot be used for swimming. There is no lifeguard on duty. Kayadeross Acres, Inc. does not assume any responsibility for any actions arising from unauthorized use of the Creek.

SECTION 12: 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.

SECTION 13: 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.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the

Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Cooperative and a partial owner of the Cooperative. 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.

SECTION 14: 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.

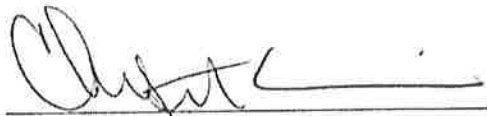
Except for gross negligence of cooperative, homeowners hereby release cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering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

Kayadeross Acres, Inc. Community Rules

Total 13 Pages – Approved on 08/08/2016
Amended on 10/10/2016

by the Membership

The foregoing is a true and accurate account, attested by,


Christine Collins, Secretary

