

BIG VALLEY ESTATES RULES AND REGULATIONS

Blue Sky Homes LLC is an Equal Housing Opportunity

**WE DO BUSINESS IN ACCORDANCE WITH
STATE AND FEDERAL FAIR HOUSING LAWS**

**It is Illegal to Discriminate Against Any Person
Because of Race, Color, Age, Religion, Sex,
Handicap, Familial Status, or National Origin.**

These Community Rules & Regulations shall apply to each and every Homeowner, Tenant, Household Member, Visitor, and Guest. The Community Rules & Regulations apply whether or not signed by any of the foregoing people and whether or not a Lease Agreement has been signed, as they are deemed incorporated. Management reserves the right to change, alter, and amend the Community Rules & Regulations as deemed necessary.

It is imperative that all household members familiarize themselves with these Community Rules & Regulations, and must be strictly adhered to by all Homeowners, Tenants, Household Members, Visitors and Guests for the general welfare, peace, safety, and benefit of all residents.

After the thorough review of the attached pages by all persons residing in the home (full and/or part-time) over the age of 18 years, each person is required to initial each page and sign with their full signature(s) along with other required information on the last page.

Revised 05/2026

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CONDUCT

1. You and your occupants, guests and/or visitors may **NOT** engage in or facilitate any illegal activity or act that violates New York State Law or that jeopardizes the health, safety, welfare, or peaceful environment for others, whether causing actual or imminent danger. Any such act shall be an irreparable violation of the Rules & Regulations and will result in the termination of tenancy. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction but shall be under the sole discretion of Management.
2. **Prohibited conduct includes, but is not limited to the following**, disorderly, violent, or abusive conduct, including but not limited to assault, any display of loud, obnoxious or intimidating behavior, the use of loud, abusive or profane language outside the home or inside the home if audible from outside, noisy disturbances, engaging in violence, disturbing or threatening the rights, comfort, health, safety, or convenience of others in the community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, using or otherwise possessing a controlled substance or drug paraphernalia; possessing a weapon prohibited by state law; possessing any firearm which is not licensed or is not in compliance with all laws and regulations; brandishing or discharging any weapon(s) in the home or Community, for any reason, at any time, including but not limited to firearms, BB Guns, slingshots, bow and arrows, and paintball guns; displaying a knife or other weapon(s) in a way that may alarm others; tampering with utilities or telecommunications; bringing hazardous materials into the Community; injuring our reputation by making bad faith allegations against us to others; public intoxication; prostitution; gang activity; and/or any other disregard or "stretch" to the Rules & Regulations is prohibited.
3. Each Tenant shall be held responsible for any disturbance or damage caused to any other Tenants or their property or Community property due to their own conduct or the conduct of their children, guests, or pets.
4. Although marijuana is legal in the State of New York, it is **strictly prohibited for any tenant or guest to smoke marijuana within any common area of the community**. Please be respectful of the peaceful environment, health, and safety of tenants within the community. Any disruption of that peaceful environment will be dealt with by Management directly.
5. You agree to notify us if you and/or any occupants, guests, or visitors are convicted of any felony or misdemeanor involving a controlled substance, violence (assault & battery, or initiating harm or physical contact) to another person, or destruction of property. You also agree to notify us if you or any occupants are required to register as a sex offender in any state.
6. We may exclude from the Community any guests, visitors and/or others, who, in our judgement, have been violating the law, violating these Community Rules & Regulations, or disturbing other residents, neighbors, or guests. Even though Landlord mandates background and credit checks for Homeowners, title holders, and all occupants (full-time and/or part-time), being 18 years of age and older; Landlord is held harmless with end results that may or may not be accurate and/or any and all missing information submitted by contracted company(ies) to perform these background and credit checks. If you or any occupant, visitor and/or guest is affected by a crime, you must make a written report to Management and to the appropriate local law enforcement agency. You also must furnish Management with a copy of the law enforcement agency's incident report immediately when it is available from law enforcement.
7. No loud music of any kind, TV, parties, or other excess noise is permitted. **Community quiet hours are between 9:00pm – 8:00am.**
8. Neighborhood disputes are **NOT** the concern of the Landlord unless the general community is involved. Personality conflicts are **NOT** under the purview of the Landlord.
9. Trespassing or cutting through neighboring lots, whether occupied or vacant, is prohibited.
10. There is to be no loitering in the streets of the Community.
11. Hunting or trapping within and/or on surrounding perimeter properties of the Community or on any Blue Sky Homes LLC owned/operated properties is prohibited. Hanging of deer or other animals is not permitted on site or within Blue Sky Homes LLC owned/operated properties.

GUESTS

1. Tenants are responsible for their guests' actions and any/all damage caused by guest(s) to BIG VALLEY ESTATES, BLUE SKY HOMES LLC PROPERTIES, or to others within BIG VALLEY ESTATES.
2. Guests shall not reside in the community for more than 10 consecutive days in any given year without written permission from Management. Homeowners shall be solely responsible for the conduct of their guests. All guests must comply with these Community Rules & Regulations. Without prior written consent of Management, guests will NOT be allowed to bring any pet into the home and or community with them at any given time, even for a brief visit. Any and all guests 18 years of age or older staying with a Homeowner in excess of 10 consecutive days or 30 days in any given year shall be considered an applicant for residency within the Community and will be subject to make application for written office approval.

CHILDREN

1. Parents are responsible to see that children do not disturb neighbors or abuse property in addition to their general conduct within the park.
2. Parents will be held financially responsible for damage caused by their children or visiting children to BIG VALLEY ESTATES, BLUE SKY HOMES LLC PROPERTIES, or to others within BIG VALLEY ESTATES.
3. Visiting children must be accompanied by an adult at all times when outside the hosts' home site and must abide by the rules applicable to Tenant's children.
4. Tenants are hereby advised to keep their children away from all Community entrances and exists for their own protection. **Children are also not permitted to use any vacant mobile home sites, lots, or roadways as a playground.**
5. Tree climbing on site or within the Community is prohibited.
6. Children's bicycles, toys, playthings, and equipment may **NOT** be left outside when not in use.
7. Children may **NOT** play ball, sleigh ride, skateboard, or play in the streets.
8. Children are required to wear or otherwise utilize all protective gear in riding bicycles as required by law.
9. Any Tenant receiving more than two (2) written complaints from Landlord concerning the misbehavior of their children is subject to notice of eviction.

COMMERCIAL ENTERPRISES

1. Peddling, soliciting, or conducting any commercial enterprise by a tenant in the park is prohibited. This also includes no advertising signs to be present on the Homeowner's lot and/or manufactured home.
2. The premises shall be used for residential purposes only and not for trade or business, whether for profit and/or not for profit.

INSURANCE / LIABILITY

1. Homeowner is responsible for obtaining and keeping adequate Homeowners Insurance to cover general liability, personal property, loss, or damage to their manufactured home coverage not less than the value of your home which should be at a replacement value. In addition, said insurance policy **MUST** carry a minimum of \$300,000.00 Liability & Fire Coverage indicating Landlord as Additional Interest. If Homeowner has an oil furnace, then Homeowner **MUST** include oil spillage/leakage coverage within their homeowner's insurance policy, See "Lawns and Lots", page 11, item #10 for more information. Tenant to provide Landlord with evidence of an annual policy when such renews.

INSURANCE / LIABILITY (continued)

2. Management shall not be liable for any debts, liability, loss of, damage or injury to any person, manufactured home, or property caused by (a) any condition of the lot, (b) any act, fault, or neglect of any Home Owner, member or guest of any occupant of the Community, or of any trespassers, (c) fire, water, steam, rain, snow, ice, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any other natural disaster or act of God, (d) theft or embezzlement. Tenant/Homeowner hereby holds harmless Community Owner, its affiliates and their officers, directors, employees, assigns, and agents all costs, expenses, liability, other claims or obligations because or arising out of such injuries, damages, or losses.

PETS

1. Approval may be granted on a maximum of **one** of the following:
 - A. One household dog, weighing no more than 35 lbs at maturity.
 - B. Two indoor-only cats
 - C. One household dog, less than 20lbs at maturity, and one indoor-only cat
2. **ANY/ALL PETS MUST BE APPROVED BY MANAGEMENT, IN WRITING, PRIOR TO OBTAINING, INCLUDING BUT NOT LIMITED TO PETS ON A FULL-TIME OR PART-TIME BASIS. ANY INCONSISTENT, INACCURATE, OR FALSE INFORMATION SUPPLIED WILL VOID AN APPROVAL IN ITS ENTIRETY. MANAGEMENT HOLDS SOLE AND FINAL DISCRETION AND DECISION REGARDING APPROVAL OR DENIAL OF OCCUPANCY.**
3. **ANY AND ALL PRESENT/FUTURE PETS ARE THE SOLE RESPONSIBILITY OF ITS OWNER. BLUE SKY HOMES LLC, ITS MEMBERS, AND ITS EMPLOYEES ARE HELD HARDMLSS IN THE EVENT OF INJURY AND/OR DEATH OF ANY PET OR HUMAN BEING.**
4. **At this time (which is subject to change), the following dog breeds or dogs with a mix thereof, are strictly prohibited: Akita, Alaskan Malamute, American Bulldog, American Pitbull Terrier, American Staffordshire Terrier, Australian Cattle Dog, Boxer, Bull Terrier, Bull Mastiff, Cane Corso, Chow-Chow, Dalmatian, Doberman Pinscher, Great Dane, Husky/Wolf Hybrid, Pitbull, Pitbull Terriers, Rottweiler, Staffordshire Bull Terrier, Staffordshire Terrier, Shephard Breeds (ALL), and any dog with aggressive tendencies. Any mix of the above-stated breeds is also strictly prohibited.** Management reserves the right to require "meeting" the dog to conduct its own visual assessment.
5. Any such dog permitted in the Community **MUST BE** registered with Management and with the Town of Mamakating, as required by law, and provide proof of licensing and vaccinations within ten (10) days of written Management approval. Proof is also to be provided that dog is covered under the homeowner's insurance policy with the Community named as additional insured. The aforementioned must be maintained current.
6. Your dog must be kept inside the home except when taken outdoors on a leash. Your dog shall not, under any circumstance or at any time, be caged, fenced, tied, or left restrained, either attended or not, outside of the home. Fencing or other restraining perimeters, whether above or below ground, dog houses, dog runs, cages, or other containers or forms of restraint or retention, of any kind, is prohibited.
7. When outside the confines of the home, refrain your dog from other residents' sites. Please carry a baggie with you and immediately pick up after your dog. Do not leave dog feces on your site, the common lawn areas, or in the roadways.
8. Cats must be kept inside the home only. Cats left outdoors are prohibited and are subject to removal from park at owners expense.
9. **Pets belonging to guests are NOT permitted.**
10. Exotic, agricultural, wild animals and/or poisonous creatures are prohibited. **ABSOLUTELY NO BIRDS OF ANY KIND ARE PERMITTED.** No pet with a history of aggressive or menacing behavior shall be allowed or approved. Homeowners are required to demonstrate full control of their dog at all times.
11. In the event of complaints concerning any pets, should, upon investigation, reveal complaints are warranted; one warning will be issued to the Tenant(s). On the second, justifiable complaint, the Tenant(s) will be required to remove the pet from the premise or vacate the premise completely. Any pet, dog, or other that threatens, attacks, or injures a person shall be removed from the park immediately.

PETS (continued)

12. Any pet found running loose may be picked up and delivered to the local animal control. If the pet is wearing identifying tags, Management may but is not obligated to return the animal to its owner.
13. Feeding and/or harboring stray or wild animals is prohibited, including feral cats. In the event that Management concludes that Homeowner has been feeding or harboring stray or wild animals, the animals will be removed at the Home Owner's expense.
14. Only **ONE** bird feeder is permitted per home and must be staked in the ground. Absolutely no bird seed, bread, etc. is to be thrown on the ground or placed on a ground level trough as this attracts unwanted rodents.

RENTS

1. Rents are due in **ADVANCE**, by the 25th of the month, for the next month. i.e.: January 25th is the due date for the month of February, and so on.
2. Rents are to be in the form of check or money order only made payable to "Blue Sky Homes LLC" and can be deposited in the rent drop-box located on the south side of the Blue Sky Homes Office, or mailed to: 3832 State Route 209, Wurtsboro, NY 12790.
3. Rental payments can only be accepted from the Homeowner/Title Holder.
4. If full payment of rent is not received by the Community Office on or before the 5th of the month, the Tenant will be charged a late payment charge of 3% or whatever is permitted by law. After the 15th of the month, if rent in full has not been received by the Community Office, Tenant will be subject to a thirty (30) day notice demanding payment of the full rent and dispossession proceedings thereafter.
5. In the event that the Tenant's check is returned by the bank upon which it is drawn for any reason except absence of a proper endorsement, then in addition to the above charges, Tenant shall pay: (1) the actual amount charged by the bank, to the Landlord for such dishonor; (2) immediately after demand replace the returned check with a certified or bank check; and (3) if the returned check was delivered prior to the 5th of the month in which rent was due and the returned check is not replaced by the 5th of the month in which rent is due, a 3% late charge shall be added thereto.

PERSISTENT LATE PAYMENTS

1. Delinquent rents will be credited first to prior rents and charges until such times, as rents are current.
2. A Tenant shall be in default of their Lease if he/she is persistently late in the payment of rent. It shall be presumed that a Tenant(s) is/are persistently late in the payment of rent if, within any twelve-month period, the Tenant has tendered rent more than 10 days beyond the due date more than three (3) times AT THE MOST and that the Landlord has given the Tenant written notice by certified mail, warning the Tenant that continued late payments of rent will cause the Landlord to institute an eviction proceeding.
3. To the extent permitted by law, the Community Owner will have a legal lien on the Homeowner's manufactured home located within the Community for any unpaid lot rent amount including late charges, utilities, assessment of damages caused by Homeowner or their guests, and for any other recoverable expense under these Rules & Regulations. Homeowner shall not remove or sell such manufactured home without making full payment of all such outstanding obligations.

MAILBOXES

1. Locking mailbox clusters are property of Blue Sky Homes LLC and are located at the following location in Big Valley Estates:
 - Entrance of Big Valley Estates on Aspen Road side of Community
2. In the event that the key is not working properly, contact Management for assistance, **NOT** the Post Office.

MAILBOXES (continued)

3. Homeowner will be issued at least one (1) mailbox key. Homeowner is encouraged to make copies at a hardware store as key replacement for lost keys will incur a \$25.00 fee. If no additional copies of mailbox keys are on file or if Tenant requests a lock replacement, Tenant will incur a \$50.00 fee, except for replacement of a defective lock. Fee is subject to change at any time.
4. Homeowner is responsible for the care and distribution of each mailbox key. Management strongly recommends that household family members ONLY have access.
5. All mailbox keys are to be returned to Management upon vacating home, transfer of possession, and/or title of home.

VEHICLES/ROADS/PARKING

1. **THE COMMUNITY WIDE SPEED LIMIT IS 10 MPH!!!** Stop signs and/or stop markings must be obeyed at all times. Vehicles must also yield to pedestrians and bicycles, which have the right of way.
2. Homeowner is permitted to park a total of two (2) vehicles per driveway at any given time. A third vehicle may be permitted **only** if there is adequate room in the driveway to accommodate it and is approved by Management. Carports are **NOT** permitted.
3. **ABSOLUTELY NO PARKING ON LAWN!!!**
4. Overnight parking on roadways within the community or on lawns, common areas, vacant lots, or on undeveloped areas of the community is prohibited. Visiting guests may temporarily park on the street as long as such parking does not create an inconvenience to neighbors and/or does not prohibit the free flow of traffic **EXCEPT FROM NOVEMBER 1ST – APRIL 15TH FOR SNOW REMOVAL.**
5. Only legally licensed and registered vehicles used for daily personal transportation will be allowed.
6. No unregistered, unlicensed, inoperable, or unauthorized motor vehicles are permitted within the Community and will be subject to removal. After service of a 48 hour notice to remove said vehicle upon the Tenant(s), the Landlord may have such vehicle towed, at Tenant's expense. Tenant(s) shall be solely responsible for all towing and storage fees relating to the removal of the vehicle, including labor fees. Landlord shall not be required to serve a thirty (30) day notice to cure upon Tenant(s) prior to the removal of said vehicle from the Community.
7. Any truck greater than one (1) ton with/without a pickup bed is prohibited. The following are also prohibited, including but not limited to trucks with bucket attachments, tractors, trailers of any kind, box trucks, trucks, boats, canoes, jet-skis, off-road vehicles, commercial machinery, campers, motor homes, or other large vehicles are not permitted. ATV's, Snowmobiles, minibikes, dirt bikes, motor-scooters, go-carts, golf carts, or any other such off-road type vehicle is prohibited within the community. Loud and/or modified exhaust systems are not permitted. Any other vehicle that, in Management's sole judgment, interferes with the peaceful enjoyment of other Homeowners or with the appearance of the Community will not be permitted. **Management has the sole discretion on what is or is not permitted.**
8. One (1) motorcycle is permitted in driveway. Loud engines and/or exhausts that disrupt the quiet enjoyment of the community are prohibited. Management has final discretion if motorcycle is permitted within the community or on any property belonging to Blue Sky Homes LLC.
9. No vehicle may be on jacks, blocks, hoist equipment, or ramps at any time other than for tire changes or other minor repairs lasting no more than three (3) hours. No other mechanical or other repairs are permitted at site or elsewhere within the community. **DISMANTELING AND/OR OVERHAULING VEHICLE IS PROHIBITED.**
10. Playing loud music and creating a noise disturbance while driving through the community or while vehicles are parked in Homeowner's driveway is strictly prohibited.
11. Car washing is prohibited.
12. There is to be no sleeping in vehicles on site or within the community.

VEHICLES/ROADS/PARKING (continued)

13. Management is responsible for snow removal on main streets of Community. During winter months, all cars must be moved far enough into driveway in order to facilitate snow plowing.

WOODBURNING/PELLET STOVES AND FIREPLACES

1. Any non-manufactured home factory installed woodburning or pellet stove or fireplace units of any kind, must be approved of by Management in writing prior to installation. Homeowners will then need to apply for a building permit and obtain a certificate of compliance from the Town's building department. All units must be manufactured home approved and installed by a licensed and insured professional. Homeowner must submit complete specs to Management prior to ordering, purchasing/obtaining said unit. **Management has the sole discretion and the final say on what is and is not permitted.**
2. All wood is to be piled in neat stacks in or behind shed, out of roadside view. No large or unsightly piles are permitted. Do not store more than a maximum of one (1) cord.
3. Chimneys must be cleaned on a regular basis to avoid a fire hazard. Excess chimney smoke creates a nuisance to neighbors and the community, and therefore, the use of a woodstove, pellet stove, or fireplace that emits excessive smoke will not be permitted. **Management has final discretion.**

OPEN OUTDOOR FLAMES

1. Tenants are **NOT** allowed to have any open outdoor flames, including but not limited to campfires, fire pits, burn bins, and/or tiki torches. **Fireworks of any kind to include but not limited to handheld fireworks such as Roman Candles, Sparklers, and/or any arial fireworks are STRICTLY PROHIBITED FROM THE COMMUNITY INCLUDING BUT NOT LIMITED TO HOME PREMISE, STREETS, COMMON AREAS, OPEN LAND AREAS WITHIN COMMUNITY, OR ON ANY OTHER BLUE SKY HOMES LLC OWNED PROPERTY. MANAGEMENT RESERVES THE RIGHT TO TAKE ACTION AGAINST ANY TENANT WHO DOES NOT ABIDE BY THIS SAFETY REGULATION.**
2. Burning of leaves and trash as well as composting is prohibited **AT ALL TIMES.**
3. All Barbeques and Grills must be monitored at all times during use and placed on a flat, clean surface away from any potential flammable debris. If located on deck, place a safe distance away from siding to avoid possible burn. A fire extinguisher should be close by.

ACCESS TO MANUFACTURED HOME AND MANUFACTURED HOME LOT

1. Management reserves the right of access to all manufactured home sites as well as underneath all manufactured homes, with prior consent, except in an emergency, for the purpose of inspection, utility repair including but not limited to water leaks, electrical lines, sewer lines, propane, fuel lines, and/or any other maintenance that is required on a utility that is not listed above.
2. Whenever possible, Management will provide Tenant(s) with reasonable notice of any planned disruption of necessary utility services.
3. Management reserves the right to inspect each site and form a sole and subjective opinion whether a home and/or site conforms to the proper aesthetics required or is deemed unacceptable for the community.
4. The Landlord reserves the right to make fire and safety inspections of mobile homes and lots at convenient times. If violations exist, notice will be mailed to the resident stating date that correction, if any, should be made. Entry will be requested only in matters concerning health, safety or regulatory matters.

SKIRTING

1. All homes must be fully skirted with vinyl or metal **factory manufactured skirting only**, in colors and/or styles approved in writing by Management prior to installation, including replacement of existing skirting.
2. Installation of wooden skirting and/or wooden framing is strictly prohibited. Replacement skirting **MUST** have proper ventilation and access as per Manufactured Home Installation Standards.

SKIRTING (continued)

3. Skirting must be maintained at all times, by Homeowner, including replacing panels damaged by holes or dents, and securing the panels from falling down and out.

SHEDS

1. Tenants are allowed **one** shed per site, at any given time. **NO OTHER FREE STANDING/ACCESSORY STRUCTURES OF ANY KIND ARE PERMITTED.**
2. The only acceptable shed placement location is behind the home, on the gable end, not protruding beyond the front door side of the manufactured home, with front door of shed facing same direction as front door of home.
3. It is **NOT** permitted for delivery truck to drive on the yard due to presence of septic system. Homeowner is responsible for any and all damages to the site and utilities. **Tenant(s) to contact Management prior to delivery to ensure proper placement of shed.**
4. All sheds must be factory manufactured – **NO HOMEMADE SHEDS ARE PERMITTED.**
5. The maximum shed size permitted is 8' width (at door opening) x 10' depth x 8' (at peak) maximum height, however some sites may require a smaller size. Homeowner **MUST** contact the office for written approval for shed placement/color prior to ordering/purchasing. Repairs, removal and expense of existing shed is Buyers' responsibility. Additions, extensions, placement, and any changes to the existing manufactured shed and/or approved replacement of a new shed is prohibited. No repairs can be made to shed without written prior written office approval. **Complete plans, including color must be forwarded to Community Office for approval prior to purchasing/placing an order and subsequently obtaining. Non-conforming sheds will be removed per Managements discretion and at homeowner's expense.**
6. Site preparation for shed placement includes but is not limited to above ground blocking and/or flooring and must be installed so that the shed is secure to the platform/flooring. This is the sole responsibility of the Homeowner.

UTILITY LINES, SYSTEMS, & HEAT TAPE

1. Tenant(s) is/are responsible for all utility services, lines, tanks, and costs associated with such that are provided to the home including but not limited to propane gas, kerosene/oil, electric, cable, phone, and any other utility services to the leased premises. Landlord, municipality, and utility companies reserve the right to inspect all gas, oil, electric, telephone, TV, water, and sewer connections. Tampering with any utility lines, fuses, or electrical lines is strictly forbidden.
2. Post Lantern Bulbs and Sensor are maintained by Blue Sky Homes LLC which is located on your site near to the driveway. Post Lanterns must be lit at all times from Dusk to Dawn. Buyer/Tenant(s) pays for electric to Post Lantern.
3. Management furnishes water and sewer service to each manufactured home site. **Tenant(s) will exercise prudence in using water and report all internal or external leaks to Management. Water faucets and toilets are NOT to be left running for any reason. Leaking faucets and toilets are to be repaired immediately. Management will repair leaking toilet flapper and/or fluid master if toilet continues to run, free of charge. THE OFFICE MUST BE NOTIFIED IMMEDIATELY IF YOU ARE EXPERIENCING ANY OF THE ABOVE STATED.**
4. Water supplied by Management may **NOT** be used for purposes other than normal household uses only. Lawn and/or bedding sprinklers for plants and/or vegetable gardens are prohibited. Car washing is also prohibited.
5. Homeowner agrees that they will refrain from flushing foreign matter down the toilet and or sinks. All non-biodegradable substances such as any type of wipe (**EVEN IF LABELED "FLUSHABLE"**), grease, paper towels, cat litter, coffee grinds, plastic bags, sanitary feminine products, diapers, condoms, oils, food waste, etc. shall be disposed of in the trash and not down kitchen or bathroom drains or toilets. Homeowner will be responsible for all costs associated with repair of sewer lines and/or septic systems as a result of this violation.

UTILITY LINES, SYSTEMS, & HEAT TAPE (continued)

6. Tenants will maintain heat tapes and protect water from freezing by ensuring that waterline heat tapes are plugged in and in good working order by November 1st of each year. Tenants are responsible for the expense and repair of frozen water lines on the Tenant's site and any resultant damages caused to the Management's water lines, property, or system. **Tenant(s) is/are responsible for all pipes, including but not limited to plumbing, water, and sewer lines inside of home. Tenant(s) is/are also responsible for all pipes, plumbing, water, and sewer lines that run under home extending to 2' feet below ground level.** All of Tenant's responsibilities are inclusive of all uses and discharging of water to their unit as indicated will be at Tenant's expense.
7. **RUNNING WATER TO PREVENT WATER LINES FROM FREEZING WILL CAUSE FAILURE TO SEPTIC SYSTEM AND/OR SEWER PIPE FREEZE UPS. DAMAGES CAUSED BY SUCH WILL BE A MAJOR EXPENSE INCURRED BY TENANT(S).**
8. Fuel tanks must be located on a solid, level surface and must be painted to compliment the exterior color of your home and maintained in a rust-free condition.
9. Management reserves the right and has sole discretion to request Tenant(s) to replace oil tank when it has exceeded their life expectancy, at the sole cost and responsibility of Homeowner, to prevent the risk of future leakage.
10. A leaking fuel tank is an emergency and Management reserves the right to take immediate action to correct a leaking tank or a tank that poses a danger. This includes making repairs to or removing the tank in its entirety from the premises, without prior notice to the Homeowner. Homeowner is solely responsible for all costs including but not limited to associated removal soil and groundwater remediation for any fuel spill or leak onto leased premises, as the Department of Environmental Conservation (DEC) sees fit. **If Homeowner has an oil furnace, then Homeowner MUST include oil spillage/leakage coverage within their homeowner's insurance policy.**
11. Propane tank set and installation must be by a professional, licensed propane company that will perform a safety inspection and ensure that the system is free from leaks. Installing your own propane tank is not permitted under any circumstance. Tanks must be placed out of sight away from road view.

SATELLITE / CABLE TELEVISION SERVICE

1. Cable television service is available from Spectrum. In addition, if satellite service is desired, residents are permitted to have **ONE (1) SATELLITE DISH PER HOME**, as follows:
 - The maximum diameter of the dish cannot exceed 24".
 - The dish must be located on the roof at the rear of the home.
 - No dish shall be installed on a freestanding post, in a tree, on a deck or shed, or located in any location other than on the roof or close to the roofline of the home. All wires must be installed inconspicuously, hidden out of sight.
 - There will be no tree trimming permitted. In the event that the satellite cannot obtain adequate signal with the above-mentioned guidelines, then satellite service will not be possible. No exceptions!
 - It is strongly recommended that installation take place in the summer months, when trees are in full bloom.
 - Please note that **THE INSTALLATION OF MORE THAN ONE (1) DISH OR THE USE OF ANTENNAS OF ANY KIND ARE PROHIBITED ON HOME OR AT SITE.**
 - In the event that service to the satellite dish is terminated, removal of said satellite dish **MUST** be removed immediately and permanently.

TRASH & RECYCLING

1. All garbage containers will be of the conventional residential type, must be rodent and waterproof, with a tight-fitting lid. Garbage cans must be stored neatly and out of sight within one day after trash removal.
2. No garbage is to be placed outside garbage can in areas including, but not limited to in, on, under, or around entry areas, walkways, patios, driveways, decks, etc. Garbage company will **NOT** pick up trash/recycling that is **NOT** within confines of cans. Boxes, paper, and recyclables of all sizes must be broken down and placed inside your garbage receptacle.

TRASH & RECYCLING (continued)

3. Garbage and recyclables are picked up every **Wednesday** morning. Cans must be placed at the edge of your driveway Tuesday night to ensure pick up for Wednesday morning. In the event of inclement weather or major Holiday, Wednesday pick-up may be postponed until Thursday of that week. **Only household trash/recycling will be picked up by contracted garbage company.**
4. Disposal of bulk items including, but not limited to, furniture, appliances, water heaters, beds, or other large items, liquids, durable goods, construction materials, cabinets, light fixtures, and any other miscellaneous debris is Tenant's responsibility and may not be placed outside Tenant's home, unless for immediate contracted removal. Tenant(s) is/are personally responsible for the disposal and cost of disposing of these items.
5. Any person deliberately dumping or littering the Community shall be charged the costs of cleaning such and will be seen as grounds for eviction.

LAWNS AND LOTS

1. All homes and sites shall be maintained in a superior manicured and neat appearance and to apply with applicable laws, ordinances and regulations of the State, County, and/or Township. This maintenance will include proper upkeep of exterior siding of home and grounds, as outlined in this section.
2. As a resident of BIG VALLEY ESTATES, Tenant(s) will be responsible for the continuing upkeep of their home and property. Such upkeep includes but not limited to the painting of home (color must be approved by Office of BLUE SKY HOMES LLC in writing prior to application) as necessary for property appearance; all exterior siding to match and look like new condition; full lawn maintenance and planting (**NO SHURBS OR TREES WHATSOEVER**), lawn mowing & trimming, weeding, raking of leaves, trimming of tree branches, snow removal from driveway and walkway, and free from litter and debris; skirting to meet referenced rules and regulations. **Upkeep of landscaping is Tenant's responsibility.**
3. **ALL LANDSCAPING NEEDS WRITTEN APPROVAL FROM THE OFFICE PRIOR TO INSTALLATION.** Landscaping including, but not limited to, shrubbery, hedging, fencing, trees, Weeping Willows, Pine Trees, and other invasive plants are **NOT PERMITTED ON SITE**. Management has sole and final discretion as to what is permitted.
4. **MANAGEMENT IS NOT RESPONSIBLE FOR DAMAGE OR REMOVAL TO PLANTINGS OR LANDSCAPING OF ANY KIND. TENANT(S) UNDERSTANDS AND ACCEPTS DAMAGE OF SAID PLANTINGS/LANDSCAPING AT ROADSIDE, IN YARDS, OR IN PARAMETER OF ANY AND ALL UTILITY LINES DUE TO ANY AND ALL REPAIRS THAT MUST BE MADE TO SAID LINES NOW AND IN THE FUTURE. It is not the responsibility of Management to alert Tenant(s) of damage or removal of plantings/landscaping due to this prohibited provision set forth here.**
5. **ABSOLUTELY NO PLANTING OF ANY KIND IN FRONT YARD OR ON BACK DOOR SIDE OF HOME. PLANTING OF APPROVED ANNUALS AND PERENNIAL FLOWERS ONLY ARE PERMITTED CLOSE TO FRONT DOOR SIDE PATIO AND WALKWAY ONLY.**
6. **ABSOLUTELY NO FLAG POLES ARE TO BE DUG AND/OR PENETRATED IN ANY WAY INTO ANY AREA OF YOUR LAWN. FLAGS ARE TO BE HUNG FROM A FLAG BRACKET THAT IS BRACED TO HOME OR TO DECK. FLAGS MAY ALSO BE SECURED INTO A STAND THAT CAN BE MOVED WHEN NEEDED. HOMEOWNER ACCEPTS RESPONSIBILITY FOR ANY DAMAGE CAUSED TO/BY FREE-STANDING FLAG AND FLAG POLE; MANAGEMENT IS HELD HARMLESS.**
7. Although most tenants have a three and a half foot (3-1/2') rear door access, lawns must be maintained from the front door area of your home to the back door side area of your neighbor's home. If home is located on a corner lot, homeowner is responsible for maintenance from rear door of their home to the edge of the road side. **No one is permitted to plant or place items of any kind on the back door side of home**, other than the placement of one side entry step not to exceed 40" in width.
8. **Tree trimming is at the Homeowner's expense.** BLUE SKY HOMES LLC is **NOT** a tree trimming service! **BLUE SKY HOMES LLC is only responsible for the removal of dead trees within the Big Valley Estates Community.** Anyone hiring tree trimmers must be sure they issue you and BLUE SKY HOMES LLC a certificate of insurance to cover any possible damage.

LAWNS AND LOTS (continued)

9. Items including but not limited to Basketball hoops, trampolines, sandboxes, swing sets containing more than two (2) seats, and more than one (1) picnic table are not permitted on site and/or within the Community. Only furniture specifically designed for outside use is allowed to be placed on the Tenant's site. **Amount of lawn furniture shall be at the discretion of Management.**
10. The use of Lawn/Garden Water Sprinklers, Outdoor Water Toys, and/or Pools of any kind (including but not limited to small "kiddie" pools, slip n slides, and hot tubs) are **STRICTLY** prohibited. Only hand-watering of your flowers is permitted. No running hoses are to be left unattended.
11. Home site and area under awning and/or on deck/patio will be kept clear of any and all artifacts, devices, equipment, appliances, furniture of any kind (except for furniture stated in #8 above), including machinery, household furniture, bicycles, etc. NO outside storage unless within shed will be permitted.
12. Outdoor Holiday or Seasonal Decorations Must Be Removed in a Timely Manner.
13. Only one (1) umbrella type laundry stand may be installed at rear of home. Pole location must be approved by the Landlord in writing so as to preclude damage to utilities. Stand and pole to be in the closed position when not in use.
14. Each Tenant is responsible for snow removal in the driveway and/or parking area at their lot. **Tenant(s) shall not shovel, snow blow, plow, or in any other way discard snow from their site into the street.**
15. Tenant(s) will be responsible for on-site blacktop maintenance which shall include proper snow and ice removal and periodic driveway sealing. Any repairs or replacement made to the driveway shall be the responsibility of the Tenant(s), with prior written approval by management before any work is done.

IMPROVEMENTS MADE TO MANUFACTURED HOME & SITE

1. Tenant(s) shall not plant, dig, drive stakes, or posts into the ground without first receiving written approval as underground services could be damaged. It is not permitted to install Cement Sona tubes or footings in the ground. **Tenant will be held fully liable for any damages caused to underground utilities.**
2. Any and/or all installation of improvement or replacements to the exterior of the premises including but not limited to: front/rear entry steps, decks, awnings, canopies, ramps, manufactured enclosed rooms/porches, central air conditioning, generators, sheds, concrete, blacktop, brick, paving stones, or other walkways/areas, wood/pellet stoves, wood/propane fireplaces, exterior wall ventilation for heating and/or any other use must be only constructed with Landlord approved design and materials, in compliance with Municipal, County, State, and Federal Law, and approved by the Municipal Building Department. **Written approval from Management is required prior to any construction or installation.** Tenant(s) is/are responsible to obtain all required permits, certificates of insurance naming Blue Sky Homes LLC as certificate holder, and certificates of occupancy from the Building Department and forwarded to Landlord for record keeping purposes. The maintenance of the foregoing shall be sole responsibility of the Tenant(s). Homeowner will be held liable for an expired building permit, which will incur an additional fee.
3. Any manufactured awning or over-the-door canopy installed over the rear door, in most cases, must not exceed forty inches (40") in width and must receive written approval from Management prior to ordering/installing. Wood awnings/canopies are not permitted.
4. Commercially manufactured aluminum-vinyl styled screened-in enclosures will be permitted if site width permits in Management's determination and with prior written approval from Management. **Absolutely no wood material**, not even for framing and/or if wood is covered with permitted material. **IT IS POSITIVELY UNDERSTOOD THAT SUCH ADDITION CANNOT BE USED AS LIVE-IN HOUSING ON A FULL TIME OR PART TIME BASIS!**
5. There are to be no homemade structures of any kind on your home or lot. Only manufactured-made skirting, shed, awning/canopy, enclosed rooms, and/or home additions of any kind are permitted, once approved by Management. Wood additions are not permitted.

IMPROVEMENTS MADE TO MANUFACTURED HOME & SITE (continued)

6. Exterior Steps shall be fiberglass, trex decking, or treated lumber construction, and are required at all exterior doors. The installation and maintenance of the foregoing shall be the sole responsibility of the Tenant(s). Step treads, railings, and deck flooring must meet local building codes. Railing balusters are only to be composed of wood or vinyl. Any other solid enclosed material is prohibited.
7. Management and Town Building Department may require Homeowner to remove any unapproved construction or addition at the entire expense of Homeowner.
8. Improvements made to manufactured home & site WILL increase the assessment of the lot within the Community. It is the sole discretion of the Town of Mamakating Assessor as to how any improvement warrants an assessment increase, NOT Blue Sky Homes LLC. Any increase in assessment due to any improvement on a home permits the office of Blue Sky Homes LLC to pass that increase onto homeowner and will be reflected in the renewal of their lease. Homeowner is solely responsible for the increased assessed value of their home and improvements, whatever they may be and will be subject to an increase in lot rent up to 6% as permitted by New York State Manufactured Home Law. Note that this increase will remain in effect until the entirety of the property's assessment increased has been met.

Increased lot rent can take effect as early as the following calendar year or when the Town of Mamakating Assessors office has submitted those increases to the office of Blue Sky Homes LLC. There is no guaranteed timeframe. Any documentation regarding the increase of assessment provided by the Town of Mamakating Assessors office will be included in the Homeowners lease packet. Blue Sky Homes, LLC, its members, and employees are held harmless regarding any information that the Homeowner receives from the Town of Mamakating Assessors office, including but not limited to, increase of assessments and/or anything to do with assessments in general.

Again, Blue Sky Homes, LLC will be issuing the additional lot rent increases beyond the base increase of the Community which is solely determined by the increased assessment documentation received in writing directly by the Town of Mamakating Assessors office and NOT from any other source or any other way. **The office of Blue Sky Homes LLC recommends speaking with the Town of Mamakating Assessors office PRIOR to any work commencing.**

SAFETY

1. Tenant(s) may not remove mobile home's axle, wheels, and/or hitch.
2. Door located on rear side of manufactured home is to be utilized only at a time of emergency requiring such use and in most cases should have limited use. Area immediately outside of emergency door for egress and ingress **MUST BE FREE AND CLEAR AT ALL TIMES** to permit access to the emergency exit side manufactured home. The purpose of the foregoing is to allow for unhindered exit in the case of an emergency and to allow unhindered access by first responders in the case of an emergency.
3. All homes are required to have appropriate smoke and carbon monoxide alarms installed and in working order. Placement of such to be in accordance with New York State Code. Adequate fire extinguishers should be in all homes and sheds and should be recharged or replaced to ensure that they are in working order as necessary; please contact local fire authority for recommendations on extinguisher types.
4. No material that would present a fire hazard or attract insects or rodents is permitted to be stored in manufactured home or any manufactured home site.
5. Homeowner should do a yearly inspection underneath the home, checking for rodents, water leaks, rips/tears in underbelly, etc.

MAXIMUM NUMBER OF PERSONS OCCUPYING MANUFACTURED HOME

1. Compliance with New York State Codes, including but not limited to Section 404 – Occupancy Limitations of the Property Maintenance Code of New York State, 404.4 states: "every habitable [bed]room shall contain not less than 70 square feet...and every bedroom occupied by more than one person shall not contain less than 50 square feet of floor area for each occupant thereof." Therefore, the first occupant requires at least 70 square feet and any additional occupants of that room require no less than 50 square feet. Bedrooms are the ONLY rooms used for sleeping purposes. Any other habitable areas of the home are used to living, sleeping, eat, or cooking.

PROCEDURE FOR SELLING/SUBLETTING HOMES/ASSIGNMENTS

1. **Home, shed, and premise MUST be conforming prior to the selling of any home with the Community. Management reserves the right to request anything non-conforming, including but not limited to structures, additions, satellite dishes, sheds, decks, front door and rear door steps/stairs, etc. to be removed prior to selling home at current homeowners expense.**
2. All applicants/co-applicants listed on tenant application **MUST** reside in home. All legal owner/owners of home **MUST** reside in home. **ABSOLUTELY NO BUY-FOR'S, CO-SIGNERS, ETC. ARE PERMITTED. FURTHER, LEGAL OWNERS MUST BE INDIVIDUALS, NOT BUSINESS ENTITIES, LLC'S, C/S CORPS, OR ANY VARIATION THEREOF.**
3. **When homeowner relocates or passes away, that DOES NOT entitle trustee/beneficiary/executor/administrator automatic tenancy and homeownership within the community.** See Items #7 & #8 of this section for further protocol.
4. Blue Sky Homes LLC is willing and able to act as the agent in selling a Tenants manufactured home for an agreed upon commission amount.
5. A Homeowner intending to make a bona fide sale of their manufactured home shall give the Community Owner notice of such intention **no less** than twenty (20) days notice. Tenant(s) is/are responsible for all rents due up to the day of Closing.
6. Management reserves the "Right of Refusal". In addition, Management also reserves the right to purchase said home at the same terms and conditions when Tenant(s) has procured their own buyer.
7. **Management reserves the right to lawfully approve or reject any prospective buyers. All prospective resident(s) must be approved in writing by Management prior to taking possession of the manufactured home. Any misrepresentation or false information provided by a prospective Tenant(s), whether written or oral, in regards to information provided on Tenant(s) Application or statements made as to the number, identity, or information on persons residing in the home on a full time or part time basis, or information on the number and type of pet(s), will be deemed as fraudulent and are grounds for denial. Any such misrepresentation shall be believed as a conclusive breach of signed Conditional Approval for Tenancy shall void the approval of the request for occupancy. If fraudulent information surfaces after approval for Tenancy, the above stated will be seen as a conclusive breach of Community Lease and shall be grounds for eviction.**
8. Failure by any person(s) who purchases a manufactured home situated in the Community but does not, prior to purchase of the home, qualify as, and obtain written approval of Management to become a Homeowner and/or resident of the Community will be subjected to **IMMEDIATE EVICTION**. Seller(s) (Tenant(s)) is liable for liability costs including but not limited to court, attorney, and/or process server fees, and damages.
9. Tenant(s) who sells home on their own or through another outlet must still adhere to all procedures set forth in this section. Further, Tenant(s) understands that a prospective buyer is **NOT** approved until there is written approval from Management, Conditional Approval has been signed by both existing tenant(s) as Seller(s) and prospective tenant(s) as Buyer(s). Prospective buyer(s) **DOES NOT** assume current Tenant(s) lot rent.
10. All monthly common charge fees must be current prior to the transfer of Title/Bill of Sale of said home. The prospective buyer must contact Management five days prior to transferring Title/Bill of Sale to verify that the present account is paid up to date.
11. A copy of the executed Purchase Agreement and Bill of Sale must be submitted to the office upon closing. Any inconsistency with approved Tenant(s) names listed on Tenant applications, purchase agreements, Bill of Sale, and/or Title voids community residency and sale by Landlord.
12. All Homeowners are required to provide to Management any change in the name or number of persons residing in the manufactured home on a full time or part time basis as well as contact number, mailing address, and/or email address changes. Any further transferring and/or amending the Title/Bill of Sale is prohibited unless further written Management approval is granted.

PROCEDURE FOR SELLING/SUBLETTING HOMES/ASSIGNMENTS (continued)

13. Management has the right to inspect the exterior of the existing manufactured home that is already on site prior to making a determination on a proposed sale. Homes must be in compliance with the Community Rules & Regulations. Any required repairs and/or changes, as deemed necessary by Management and not limited to anything to do with said home, shed, fuel tank, and/or lot and must be completed prior to sale, if approved. Management has the right to withhold, delay, or deny approval of the proposed purchaser if such work is not completed.
14. A yearly written Lease Agreement will be offered to all Homeowners in good standing. Whether or not the Homeowner chooses to execute a written Lease Agreement, the Homeowner is subject to the same terms and conditions as Homeowners who have executed Lease Agreements. Lease Agreements are non-transferrable nor assumable.
15. In the resale of manufactured homes, Landlord calls to the attention of the Tenant(s) the fact that the New York State Sanitary, building, and property maintenance Codes restricts the number of persons who can occupy sleeping rooms (designated bedrooms). Landlord to confirm with prospective buyers, in writing, that the number of persons occupying the manufactured home shall **never** exceed the number permitted by New York Codes, including but not limited to Sanitary Code Part 21 of Chapter 1, Section (e).
16. Homeowner may display one (1) "For Sale" sign that shall not exceed 3 feet by 2 feet (3' x 2') to be placed inside the manufactured home window only; **LAWN SIGNS ARE NOT PERMITTED UNDER ANY CIRCUMSTANCE.**
17. Subletting is not permitted within the Community.
18. In the event Homeowner intends to move their manufactured home from the Community, there must be a written notice to Management of that intent at least 90 (ninety) days prior to the moving date. Such move must be made between 8:00 a.m. and 3:00 p.m., Monday through Friday. Only legally licensed transporters of manufactured homes are permitted to move homes out of the Community. Said transporter must provide Management with a certificate of liability insurance in an amount of not less than one million dollars (\$1,000,000.00). Homeowner must be current in all monies due before the home is moved from the Community. Necessary building permits, certificates of insurance naming Blue Sky Homes LLC as certificate holder, etc. are required prior to work commencing. Tenant is responsible for all remaining lot rental fees due per lease agreement.

TENANT INFORMATION

1. All residents are required to provide to Management any change in name, contact telephone numbers, mailing and/or email address changes. Management strongly encourages all residents to provide the name and telephone numbers for an emergency contact person as well.

VIOLATIONS AND METHODS TO CURE

1. Violation of any Federal, State, County or municipal law, rule, statute, ordinance, and/or regulation, any violation of the Rules and Regulations set forth here, or other actions which interfere with other Tenants, disturbance of the peace and quiet and willful or careless destruction of or damage to property on these premises are violations of these Rules and Regulations. Offenders are responsible for payment for any damage to Landlord or others. A violation of any provision of the New York Penal Law within the Park is immediate grounds for eviction.
2. After giving the Tenant(s) a ten (10) day notice to cure any violation and in order to maintain the orderly, clean, neat and litter-free appearance of the manufactured home park, the Landlord reserves the right but not the obligation, without liability, to itself, to enter the premises of any manufactured home site and, after ten (10) day notice, remedy the violating condition (i.e. mow the lawn, remove the shrubs, remove rubbish) or take any actions required to maintain the premises to appropriate standards, and charge tenant(s) for all costs, which will be considered additional rent. Such costs include labor, materials and equipment.
3. If the Tenant(s) or anyone occupying the manufactured home is in violation of any rule or regulation established by the Landlord and has continued in violation for more than ten (10) days after notice of violation to the Tenant(s), setting forth the rule or regulation violated and directing that the Tenant(s) correct or cease violation of such rule or regulation within ten (10) days from the receipt of said notice has not been corrected, then, upon expiration of such period, should the violation continue or should the Tenant(s) or anyone occupying the manufactured home be deemed a persistent

violator of the rules and regulations, the Landlord may serve written notice upon the Tenant(s) directing that Tenant(s) vacate the premises within thirty (30) days of the receipt of said notice.

VIOLATIONS AND METHODS TO CURE (continued)

4. You must promptly reimburse Management for loss, damage, government fines, or cost of repairs or service in the community due to a violation of the Community Rules & Regulations, improper use, negligence, or intentional conduct by you or your occupants, guests or visitors.

LEGAL

1. Blue Sky Homes LLC operates as a manufactured home community in the state of New York. Both manufactured homeowners/tenants residing in a Manufactured Home Community as well as Community Owners are subject to Section 233 New York State Real Property Law, Manufactured Homes Program, NYS Manufactured Home Park Lease Rider, and any and all applicable Federal/New York State Rules, Regulations, and Laws. The above stated legalities become part of the Rules and Regulations of Big Valley Estates.

Receipt Acknowledged:

All Homeowners and any/all tenants residing in the home over the age of 18 is **REQUIRED** to initial, sign, and date where indicated. Signed Rules & Regulations to be returned to Community office in a timely fashion.

Rules & Regulations apply whether or not signed by any of the foregoing people and whether or not a Lease Agreement has been signed, as they are deemed incorporated.

THESE RULES AND REGULATIONS BECOME EFFECTIVE JANUARY 1, 2026. THE LANDLORD RESERVES THE RIGHT TO CHANGE AND AMEND THESE RULES AND REGULATIONS AT ANY TIME. TENANTS WILL BE GIVEN WRITTEN NOTICE, BY MAIL TO PARK ADDRESS, OR BY PERSONAL SERVICE, AS REQUIRED BY REAL PROPERTY LAW SECTION 233, OF ANY CHANGE.

Address: _____

_____ Signature	_____ Date	_____ Signature	_____ Date
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_____ Print Name	_____ Date	_____ Print Name	_____ Date
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_____ Signature	_____ Date	_____ Signature	_____ Date
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Received By Community Office on _____, by: _____