

## **HIDDEN HILLS RULES AND REGULATIONS - 2021**

Welcome to Hidden Hills Country Homes. We strive to maintain our Community as a pleasant place to live. The purpose of these rules is to protect the rights and investments of residents and our investment as owners. Your compliance with these rules is required and will be enforced in order to make this a community in which you will be proud to live. If there is any question as to the interpretation of a Community Rule consult the Community Managers, Dale Shute or Craig Shute. The Manager is responsible for interpretation and enforcement of the rules. Except for emergencies, all calls should be made to 677-1000.

### **Section A Entrance Requirements**

1. Each prospective entrant must have:
  - a) An adequate income to meet his or her financial obligations
  - b) A good credit history: no outstanding judgments or unpaid bills 30 days past due
  - c) A steady employment history
  
2. Each prospective entrant must provide references from prior landlords and/or employers to demonstrate a history of timely payment and acceptable character.
  
3. The number of occupants per home must comply with New York State Sanitary Code.
  
4. Each home entering the Community must:
  - a) have a shingled or peaked metal roof
  - b) have vinyl siding
  - c) be of a model year newer than 1997
  - d) be approved by Management to be of acceptable condition prior to entrance
  - e) be installed in accordance with prevailing industry practice (or better)
  
5. No dogs are allowed in the Community.

6. Length and width requirements are as follows:
  - a) Single-section homes: Width min. 13 ft. to max. 16 ft.  
Length min. 54 ft. to max. 76 ft.
  - b) Multi-section homes: Width min. 23 ft. to max. 28 ft.  
Length min. 36 ft. to max. 60 ft.
7. All prospective tenants that are buying a home that is already in the Community are responsible to see to it that the seller does not have any outstanding balances due Management.
8. A prospective tenant must sign a lease or an acknowledgment of an offer of a lease and sign an agreement to obey all rules and regulations.
9. Application, registration, and all preliminary documents must be completed and approved prior to the occupancy of a manufactured home. No tenancy is established until a prospective entrant has completed the aforementioned steps.

## **Section B**

### **Rent and Account Balances**

1. Rent is due on the first of the month for that month. For example, May's rent is due on May 1st. Rent not received by the tenth of the month will result in a twenty-dollar (\$20) late fee, or 5% of monthly rent, whichever is greater.
2. All rentals are paid by calendar month. No adjustments or refunds will be made for a partial month.
3. All outstanding balances 30 days past due will incur a finance charge of 1.5% for each month overdue.
4. It is the tenant's obligation to get the correct payment to Management in an orderly and timely manner. No excuses are accepted for late payment.

5. Tenants paying in cash shall observe the following procedure:  
Cash payments are accepted by Jacobs & Forward Law Office, 2521 Route 11, LaFayette, hours are 8:30 a.m. to 4:30 p.m. Mon-Fri. Phone number is 315-677-9777. Tenants must get a receipt from  
Tenants cannot deposit cash payments through the deposit slot. Tenants paying with a check or money order will not be given a receipt.
6. Since the Community office is located at a private residence, we ask that tenants stay in the designated office area when stopping at the office. A deposit slot is provided so that tenants are able to deposit checks and money orders with ease.
7. Tenants are responsible for paying Management any and all costs associated with Management's collection of a tenant's unpaid bill(s) and/or enforcement of the Community Rules.
8. Paper statements, invoices and notifications will be charged as per the Fee Schedule. If a tenant opts for free paperless statements, it is the tenant's responsibility to provide a current email address to Management. If an email is returned, Management will mail a paper copy and charge as per the Fee Schedule. Any tenant choosing paperless statements agrees to treat email just as he/she would US mail.
9. No tenant shall remove his or her home from the Community until any and all money due Webb Hollow Development, Inc. is paid in full.

### **Section C**

#### **Obligations For Occupancy**

1. Tenants are not to interrupt others' quiet enjoyment of the Community. No loud parties, fireworks, loud stereos (including car stereos), televisions, or boisterous or abusive behavior is allowed.
2. All residents must notify Management in writing at least twenty days prior to moving out. Included in the notification shall be the moving date,

forwarding address, and phone number. All Accounts must be paid in full prior to moving.

3. It is a violation of the Community Rules and Regulations to break any local, state, or federal law or ordinance.

4. Any contact with Management about service requests, complaints, or questions should be made during normal office hours; Monday through Friday, 8 AM to 5 PM. The only exception is an emergency. Emergencies are limited to:

A) A water outage of more than one home site

B) A power outage that is not National Grid's responsibility

5. Tenants have agreed to abide by the Rules and Regulations of the Community. In discussions with Management the tenant is to be orderly and cooperative and not be abusive or belligerent.

## **Section D**

### **Manufactured Home Sites**

1. Do not attempt to make any change to the exterior of the home or home site without the consent of a Manager.

2. Homes must have skirting installed around the home. It must be a brand such as TruGard, etc. Plywood, particle board, vinyl siding, etc. are not acceptable. Check with the manager for approval of any new skirting installation.

3. All awnings, carports, patio rooms, siding, etc., must be factory made and approved by a Manager. The location of the aforementioned must also be approved by a Manager.

4. Tenants are permitted to build decks constructed of pressured-treated lumber. A deck may not exceed eight (8) feet from the edge of the home. The tenant must obtain approval from the manager as to size and location of the deck. Roofs or walls on decks are not permitted unless they conform with Section D, Rule 3 and the Manager gives approval.

5. Tenants may build sheds. Each site shall have no more than one shed. The exterior siding must be Texture 111, cedar, vinyl, or some other material approved by the Manager. Expressly prohibited is particle board, wafer board, or sheet metal. Steel sheds are prohibited. The shed size shall not exceed 140 square feet(10'x14'). Sheds should be located in the rear of the home site. Tenants must receive approval from the Manager for the location, construction, and size of shed. Sheds and decks must be level, plumb, properly maintained, and kept stained and/or painted.

6. All trees, flowers, and shrubs planted on home sites must be a traditional type used for landscaping. Specifically prohibited are willow trees, and sunflowers that grow in excess of two feet. Check with Management for approval of type and location of landscaping. Trees must be at least eight feet from the road. Any shrubs, trees, or bushes must be kept neat and well-trimmed. Any shrubs, trees, or bushes planted on a home site must not be removed from the home site. Management reserves the right to remove or trim any shrub or tree.

7. Management is responsible for cutting down trees as necessary. Management exercises sole discretion and makes the decision about which trees need to be cut down and when.

8. Residents may grow vegetables on Home Sites, except you cannot grow corn. Residents cannot grow sunflowers that reach a height in excess of two feet.

9. Do not dig, drive stakes, or drive posts without permission of Management. This is so we may determine if there are underground utilities that may be jeopardized. Any damage caused by failure to do this will be charged to the resident.

10. Each tenant must have a house number prominently displayed at the front of the home.

11. Fuel tanks must be adequately supported and located in the rear of the home.

Tanks should be painted white, silver, beige, or match the color of the home.

12. Each tenant is responsible for maintenance of water, sewer, and electrical lines from his or her home to the service connections provided by the Community. The water service is the ¾-inch riser pipe, the sewer service is the four-inch riser pipe, and the electrical service is the electrical line entering the home.

13. Tenants are responsible for the maintenance of their sites - mowing lawns, trimming the grass around the home and trees, trimming trees and shrubs, keeping the site neat in appearance and free of excessive clutter, and repairing damage from winter snow plowing. If the grass grows in excess of three inches, Management may mow the grass without notification to the tenant as per the Fee Schedule.

14. Trash is not to be stored on mobile home sites or dumped any place other than the appropriate dumpster.

15. Tenants are responsible for plowing snow from driveways and walkways on their sites in the winter.

16. No major maintenance of automobiles is allowed on the Community premises.

17. No boats, recreational vehicles, or campers are to be stored on a mobile home site.

18. No swing sets, forts, or other such structures are to be allowed on mobile home sites.

19. No in-ground or above-ground pools are allowed on mobile home sites. Kiddie pools are allowed, but must be emptied and stored when not in use.

20. Clothes poles of the umbrella type are to be used and should be located in the back of the yard.

21. No wood burning stoves or wood burning fireplaces are allowed.

22. No tents, canopies, pergolas, arbors or tent-like structures are to be set up in the Community.

23. No trampolines are allowed to be used in the Community.

24. Antennas are not allowed in the Community. Satellite dishes are allowed, but they must be attached to the home, not to a concrete pad or a pole/post.

25. Volleyball nets, etc., are not to be left up on tenants' Lots.

26. Each tenant must maintain the exterior of his/her home. This includes repairing or replacing damaged or missing windows, siding, fascia, skirting, and any other part of the exterior that is in disrepair. Roofs must be repaired or replaced when they have reached the end of their useful life or no longer function. The expected life of a shingled roof is 15 years.

27. Management is responsible for resurfacing paved driveways (also referred to as topping with pavement) as necessary. Management shall exercise sole discretion and decide when this work is necessary. Residents are responsible for sealing their driveways in order to maintain their usefulness. Sealing is recommended every two years.

## **Section E Animals**

1. No dogs are allowed in the Community.

2. Cats are not to be allowed to run at large in the Community. They are to be kept inside unless on a leash and controlled by the owner.

3. Bird feeders and birdhouses are allowed. However, no tenant is allowed to feed or have any type of shelter for any other animal outside.

## **Section F**

## **Automobiles**

1. The Speed limit in the Community is ten (10) mph.
2. Tenants are not allowed to store, park, or operate an automobile that has an expired inspection sticker, an expired registration, or has no valid license plates on Community premises. Any vehicle operated within the Community must have an acceptable exhaust system so as not to interrupt residents' quiet enjoyment of the Community.
3. Overnight parking on Community roads is not allowed. This is particularly important in the winter months so that we are able to maintain the roads properly. Tenants and/or guests are prohibited from restricting traffic.
4. Each site is provided with a driveway adequate for two cars, approximately 20' x 25'.  
Additional automobiles should be parked in designated areas.
5. Snowmobiles, ATVs, or motorcycles are not to be operated in the Community for recreation. Tenants must travel directly from a home site to a destination outside the Community.
6. Tenants and/or guests are not to play car sound systems so as to interrupt residents quiet enjoyment of the Community.

## **Section G Trash Removal**

We offer free trash removal to all tenants. The dumpsters for trash and recyclables are situated just south of the mail room.

1. Tenants are responsible for knowing the rules of the Onondaga County Resource Recover Agency (OCRRA) and conforming with their rules for waste removal, what waste is accepted at the plant, and the rules and accepted items for recycling. Any questions about OCRRA's rules should be directed to OCRRA.



2. All items must be placed in the appropriate dumpster and the tops of the containers must be securely placed. Some things specifically not accepted by OCRRA, and that residents must dispose of at their own expense are appliances, furniture, construction waste, and yard waste. DO NOT leave any trash, appliances, furniture, or any other items by the dumpsters!
3. All trash is to be placed in a tied plastic garbage bag before being placed in the dumpster.
4. Yard waste may be disposed of by the tenant at areas within the Community designated by the Managers. It is not to be disposed of at the site of the dumpsters.
5. The tenant is responsible for the disposal of all items not accepted by OCRRA at the Rock Cut Road Plant. Check with OCRRA for the plants that accept those items.
6. Nobody is to dispose of trash or junk anywhere but IN THE DUMPSTERS. In other words, DO NOT LITTER.
7. The trash removal service is for tenants only. Nobody is to bring in trash from people that are not residents of the Community. Residents are not to bring trash into the Community from outside sources.
8. Cardboard, milk containers, etc., are to be compacted before being placed in the appropriate container.

## **Section H**

### **General Community Policies**

1. Guests are welcome in the Community so long as they abide by the Rules and Regulations of the Community. Tenants are responsible for seeing to it that their guests follow the Rules.
2. Any non-resident must have a valid reason to occupy the Community premises or he or she will be asked to leave. If said party refuses to leave

upon request, the police will be summoned to escort the party from the premises and/or to arrest that party for the appropriate violation.

3. Maintenance or repairs requested of management will be done by Management as per the attached fee schedule.

## **Section I Community Buildings and Property**

1. Tenants are responsible for damage that they, their children, their guests, or any occupants of their home do to Community Buildings or Property or other residents' property. They will be charged for said damage as per the attached Fee Schedule.

2. Persons are not allowed to enter onto any tenant's home site without permission of said tenant.

3. Persons are not to go near construction areas or traverse on the drain fields or near the septic tanks.

4. Persons are not allowed to drive vehicles outside the occupied portion of the Community.

5. No one shall touch or alter any water service, sewer service, electrical service, or any other service structure of the Community.

6. No person is allowed to go into any Community storage shed, barn, or service building (other than the mail room) without the Manager's approval.

7. Any contact with Management about service requests, complaints, or questions should be made during normal office hours, 8 AM to 5 PM weekdays. The only exception is an emergency. Emergencies are limited to:

- 1) A water outage of more than one lot
- 2) A power outage not caused by National Grid

## **Section J**

### **Sales**

1. Any tenant selling a home in the Community is responsible for seeing that the prospective buyer meets with the Manager to assure that the potential tenant(s) meets the entrance requirements of Section A and is aware of and agrees to obey the Rules and Regulations.
2. Any tenant selling a home that will be removed from the Community must provide the name, address, and phone number of the prospective buyer in writing. The prospective buyer is required to pay the managers a security deposit of \$600. The buyer will pay \$331 monthly if the home is not removed before the end of the month of the sale. The seller is not to complete the sale (accept any money) until he or she has provided the required information and seen to it that the prospective buyer has paid the security deposit. The buyer is responsible for paying monthly lot rent until the home is removed. The buyer will receive the security deposit upon removal of the home if lot rent has been paid in full and managers complete a satisfactory inspection of the lot.

## Fee Schedule

Late Fee (If not Paid by the 10th):	3% of monthly rent
Paper Stmt/Inv./Notifications:	\$2 per mailing
Online Payments:	\$1 per payment
Security Deposit:	One month's rent
Plow Driveway:	\$25
Labor Rate:	\$50 per Man Hour, \$10 minimum charge
Returned Check:	\$30 charged for returned checks
Mow Lawn (1 time):	\$25
Mow Lawn (for season):	\$100 per month
Back Hoe/Bulldozer:	\$80 per hour, \$30 minimum charge
Remove Appliance:	\$50 per item
Top Soil, Stone, or Gravel:	\$20 per bucketload
Furniture, Construction Waste, etc.	Negotiated