

CAMPBELL MOBILE LANE MANUFACTURED HOUSING COMMUNITY  
DISCLOSURE STATEMENT

This statement is provided to you as a prospective Resident of 9698 Campbell Road, Sauquoit NY 13456 and is a general summary of your rights and obligations under NY mobile manufactured home laws. Refer to Section 233 of the New York State Real Property Law for details of these laws. This Disclosure Statement does not add to or subtract from your rights and obligations under the mobile manufactured home laws. The Community Owner must keep a signed copy of this Disclosure Statement on file for four (4) years after you vacate the Community.

1. Monthly Rental Fees and All Other Fees Payable by You to the Community Owner:

The Rental Fee payable during the term of this Rental Agreement is \_\_\_\_\_ per month.

2. The Length of the Rental Term:

The Rental Agreement shall be for a term commencing.  
**JANUARY 1, 2025 and ending DECEMBER 31, 2025**

3. The Amount of Land Which You are Renting:

The approximate amount of land which you will be renting is One Thousand Seven Hundred (1,700) square feet.

4. Obligations of the Community Owner:

- a. The Community Owner must:
  - 1. maintain the common ground of the Community.
  - 2. mark your area of responsibility for the lot.
  - 3. exterminate insects, rodents or other pests in the common areas of the Community.
  - 4. maintain the structural soundness of the home if the home is owned by the Community Owner; (Not applicable to you)
  - 5. maintain all utilities provided by the Community Owner.
  - 6. provide adequate parking space; and
  - 7. maintain the roads in the Community.

5. Your Responsibilities:

- You must:
- a. pay the rent and all legitimate charges on time.
  - b. keep the home, lot and any supplied facilities in a clean and sanitary condition; and
  - c. comply with the rules and regulations of the Community.

6. Your Rights Regarding Eviction:

a. THE FOLLOWING RIGHTS APPLY TO YOU IF YOU OWN YOUR HOME:

- 1. You may be evicted only for one or more of the following reasons:
  - A. nonpayment of rent or other proper charge.
  - B. a substantial violation of a law concerning the health and safety of other Residents or materially affecting the physical condition of the Community.
  - C. a substantial violation of the Rental Agreement or rules and regulations of the Community.
  - D. failure to agree to a rent increase at the end of your lease; or
  - E. a change in the use of the land on which your home is located.

2. In connection with reasons 1., B., C., D. above, you must be given written notice of the violation and thirty (30) days in which to correct it.

3. You must be given sixty (60) days' notice or longer depending on the duration of residency, called a Notice to Quit, before your Rental Agreement may be terminated, except only thirty (30) days written notice need be given if the reason for termination is nonpayment of rent or other proper charge.

4. If you are being evicted for nonpayment of rent or other charge, you may stop the eviction if you pay the arrearage within the thirty (30) day notice period. However, you may only use this procedure once in any twelve (12) month period.

**b. THE FOLLOWING RIGHTS APPLY TO YOU IF YOU RENT YOUR HOME FROM THE COMMUNITY OWNER:**

1. You may be evicted for any of the following reasons:

A. the term of the Rental Agreement has ended.

B. the Rental Agreement has ended because of a specific agreement that it would end if a certain event happened.

C. nonpayment of rent.

D. your failure to keep the home in good condition.

E. occupying the home without a right to occupy or after such right has ended.

F. your conviction for violation of a law affecting the health, safety and welfare of other Residents.

G. the continued violation of a reasonable rule of the Community; or

H. a change in the use of the land on which your home is located.

2. You must be given sixty (60) days written notice, called a Notice to Quit, before your Rental Agreement may be terminated.

**7. FOR RESIDENTS WHO OWN THE MOBILE MANUFACTURED HOME-YOUR RIGHTS AND OBLIGATIONS IF YOU SELL YOUR HOME:**

a. You may sell your home on its present lot if:

1. Your home is safe, sanitary and meets all the aesthetic standards of the Community; and

2. The purchaser meets the entry requirements of the Community. These requirements are limited by law.

b. The Community Owner carries the burden of proving that your home is unsafe, unsanitary or fails to meet aesthetic standards.

c. You must notify Ampere LLC 30 days prior to your putting the property on marker and offer Ampere LLC first look to purchase the home.

**8. Your Rights Regarding Changes in the Community Rules:**

a. The Community Owner may make a change to the Community rules only if:

1. The purpose of the rule is to:

A. promote the convenience, safety, or welfare of Community Residents.

B. prevent abuse of the Community Owner's property; or

C. distribute Community services and facilities to Community Residents in a fair manner.

2. The rule is reasonably related to its purpose.

3. The rule applies to all Residents in a fair manner except reasonable exceptions may be made for good cause.

4. The rule clearly informs you what you must do or cannot do; and

5. You receive written notice at the time you enter into the Rental Agreement or when

such rule or regulation is adopted.

b. If a rule change substantially modifies your Rental Agreement, this rule will not apply to you unless you consent in writing to the change or sign a new Rental Agreement which contains the rule change.

9. Protection of Your Rights:

The Rental Agreement that you sign cannot take away any of the rights or protections given to you by the mobile manufactured home laws.

10. Written Rental Agreement:

Neither you nor the Community Owner may rent a mobile manufactured home or lot until a written Rental Agreement has been signed by you and the Community Owner. You should not purchase a mobile manufactured home without first contacting the Community Owner.

11. Termination of the Community:

The Community Owner does not plan currently to terminate the operation of this Community during the term of this Rental Agreement.

12. Manager of the Community:

Ampere, LLC c/o Adam Petriella, P.O. Box 238, Rye, New York 10580 (914-881-9065 x700) is authorized to manage the Community, and to receive all notices, demands and service of process.

I/We acknowledge receipt of a copy of the above disclosure statement. Please sign and return pages 1,2,3.

I AM NOT REQUESTING AN ANNUAL LEASE AND WILL MAINTAIN A MONTH TO MONTH TENANCY. TENANT INITIALS \_\_\_\_\_

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Signature

Print Name

Date: \_\_\_\_\_ -

## Exhibit A

### **Summary of the New York State Manufactured Home Park Tenants' Rights Under Section 233 of Real Property Law**

**The right** to be free from retaliation if you make a complaint or join a tenant association.

**The right** to not be evicted except upon court proceedings.

**The right** to a copy of Community rules and regulations and a written statement of all fees at the commencement of occupancy.

**The right** to have rules and regulations applied uniformly to all tenants.

**The right** to be free from unreasonable, arbitrary or capricious rules or regulations.

**The right** to a thirty-day written notice prior to any change of rules or regulations.

**The right** to a ten-day period to correct a violation of Community rules or regulations.

**The right** to a ninety-day written notice prior to increases of fees, charges or assessments.

**The right** not to have rent increased more than once a year.

**The right** to have your security deposit held in trust, in an interest-bearing account and to know the name and address of the bank, for parks consisting of six or more sites.

**The right** prior to occupancy, to sign a lease for at least a one-year term.

**The right** to annual lease renewal(s) to all tenants.

**The right** to post a 'For Sale' sign on any manufactured home.

**The right** to reasonable notice of any planned disruption of services.

**The right** to purchase a manufactured home from whomever you wish, as either a current or prospective tenant.

**The right** to have essential services always furnished, including water, electricity and heat.

**The right** to choose whomever you want as a serviceperson.

**The right** to refuse to purchase equipment from the Community owner.

**The right** to be free from occupancy restrictions in Community rules or leases.

**The right** to sell your manufactured home without the requirement that it be removed from the Community.

**The right** not to pay a sales commission or fee to the Community owner unless the Community owner acted pursuant to a written agreement; and

**The right** to a livable, sanitary, and safe Community under Warranty of Habitability.

If you feel your rights have been violated, e-mail the Manufactured Homes Program

Email: [mhp@nyshcr.org](mailto:mhp@nyshcr.org)