

Rules and Regulations Cocalico

1. Definitions:

- A. Operator: Means the park owner or owners, landlord, any agent of the park owner and any individual or individuals referred to or identified as a Park Manager or Park Management during the period these General Rules and Regulations are in effect.
- A. Resident: Means any mobile home owner and occupant or tenant who has contracted to rent and occupy a lot or space in the Operator's mobile home park in accordance with a Rental and Lease Agreement between Operator and Resident, which agreement has incorporated these Rules and Regulations.

1. General Rules

- A. No additional persons are allowed to move into the home or onto the home site without the management being notified and the tenant obtaining written permission.
- A. Resident will not allow or permit any open fires, except propane or charcoal fires used for cooking.
- A. Resident will not allow or permit the discharging of any firearms, air rifles, BB guns, pellet guns, slingshots or bow and arrow within the park. If Resident owns or has in his/her possession any firearm, air rifle, BB gun, pellet gun, sling shot or bow and arrow, tenant agrees to kept the item in a secure location inside the home and will not remove it except when transporting it into and out of the park.
- A. Resident will not allow or permit any signs to be placed on the home or home lot except that "For Sale" signs may be placed on the inside of home windows.
- A. Vendor soliciting is absolutely prohibited, without the expressed written consent of Operator.
- A. If you have any complaints or suggestions, please notify Operator in writing.
- A. Each Resident shall provide and maintain an ABC fire extinguisher at such place in his home as to be readily accessible at all times.
- A. The health of the resident is of vital importance; therefore, all cases of communicable disease shall be reported to Operator or the Pennsylvania Department of Health immediately.
- A. Resident will not allow or permit any hazardous, toxic, radioactive, explosive or any other material that endangers the health and welfare of the park residents, guests or any other persons, to be stored, dumped, disposed of or otherwise brought onto the park property. The only exceptions are those materials that are needed for normal and common residential purposes.
- A. The Operator is not responsible for the loss, damage or destruction of Resident, Resident's family or Resident's social or business guests personal property resulting from fire, theft, malicious mischief.
- A. The mailboxes are the property of the United States Postal Service. Any tampering, destruction or damage will be reported to the Service

and the Service will prosecute any individual to the fullest extent of the law.

- A. Illegal fireworks are prohibited on the park premises.
- A. No Resident may sublet the premises, or their home or any portion thereof without the written consent of the Operator.
- A. Residents desiring to sell their home must contact the Operator at least thirty (30) days prior to the sale.
- 1. Mobile Home, Adjacent Structures & Lots
 - A. Resident agrees to keep the home lot clean and neat in appearance and will not allow or permit any storage around the home.
 - A. Resident agrees to use the home as a residence only, homes are not to be used as a place of business.
 - A. All mobile homes must have permanent numbers posted. Residents will be responsible for seeing that this is not removed and not obstructed from view in any way.
 - A. One custom-made storage shed will be permitted per lot. All storage shed must be approved by Operator prior to installation and must be maintained and painted at all times in subdued colors coordinating with the Resident's mobile home. Any storage sheds that are purchased from the date of these rules forward will be out of wood construction with shingle roofs, professionally built (no home made shed will be permitted) with runners and will not exceed 8x10 feet in size. Any blocks used under these sheds must be recessed into the ground so that the opening between the ground and the bottom of the shed does not exceed 4 inches. Sheds must be located as directed by the management.
 - A. If home is substantially damaged by fire or other cause beyond economic repair, the Resident will immediately remove it or allow and permit the Operator to do so at the Resident's expense.
 - A. Add on rooms and patio covers are permitted with the Operator's written approval. Any and all building permits and other licenses are the sole responsibility of the Resident.
 - A. All homes must be fully skirted with vertical skirting and installed within 15 days after arrival and approved by the Operator. Skirting must be kept in good repair. All hitches must be removed or covered.
 - A. The Operator reserves the right to enter any lot at any time.
 - A. The Operator reserves the right to enter each home in case of emergency or home abandonment.
 - B. Clotheslines are prohibited, except circular trees, which must be installed at the rear of the home and must be approved by the Operator before installation.
 - A. The Operator shall maintain and provide snowplowing of park public thoroughfares. Each Resident shall be responsible for clearing snow from his building, parking area, sidewalk and lot.
 - A. Lawns will be trimmed to a height of 3 inches or less. If this regulation is not observed, the Operator will accomplish the cutting and bill the Resident concerned \$25.00 for each time the Operator is

required to cut and trim the lawn. All lawn trimming shall be completed by noon of each Saturday. In addition all Residents are required to trim around any bushes, trees, walks, and skirting.

- A. Anything planted in the ground on the home lot, whether such planting is accomplished by the Operator or by the Residents, shall be considered the property of the park. Residents moving from the community will not be permitted to remove trees, bushes or plants or other shrubbery from their lot without written permission from the Operator.
- A. Oil tanks must be kept in good repair, with no leaks or rust spots. Oil tanks must be painted in a subdued color. Any leaking oil tanks, valves, fittings, lines must be fixed immediately. If the Resident does not repair the leak, the Operator will cause repairs to be made and Resident agrees to reimburse the Operator for all expenses on demand.
- A. With respect to any mobile home which is left abandoned in the park for a period of thirty (30) days or more, the Operator may enter the home, secure any loose or movable appliances, furnishings, materials, or supplies, and move the home to a storage area or other location. The Operator will have no responsibility for safe guarding the mobile home or its contents. The Resident agrees not to hold the Operator responsible for any damage that may occur before, during or after the moving of the home. Home will be moved at Resident's expense. Storage charges will be charged.
- A. Each Mobile Home Lot can be arranged in an attractive manner to suit the Resident. Lawn, flowers or shrubs may be arranged by Resident after discussing the same with the Operator to protect the underground facilities. Any type of fence, storage box, temporary or permanent buildings or masonry work must first be approved by the Operator; and if approved shall not be moved from the park without permission of the Operator.
- A. Air conditioning units, electric ranges and electric dryers are permitted when power is properly provided to the appliance on a separate circuit. Residents may use any electrician they choose however caution should be exercised to obtain the services of an electrician that is correctly trained, experienced and has the proper certification and licenses if required.
- A. Each Resident is responsible for procuring and maintaining his own fire and liability insurance for the Resident's mobile home and personal property. Operator has no responsibility for any loss incurred by any Resident or by any guest, invitee, or other person on Resident's premises resulting from any event, accident, matter, thing or act of God whatsoever.
- A. Outside CB antennas are not permitted except with permission of the Operator.

1. Children, Guests & Conduct

- A. Resident agrees to be responsible for any damage caused by the Resident, Resident's family or Resident's social or business guests to the park property. In the event that any damage is caused, the Resident agrees to pay to the Operator any and all amounts due to the Operator, in the Operator's sole judgement, upon demand. If the Resident's property is damaged or destroyed by another resident, resident's family or resident's social or business guests the

operator will not held liable.

- A. Resident agrees to be responsible for the conduct of the Resident, Resident's family and the Resident's social and business guests. All persons while on park property are expected to conduct themselves in a dignified, friendly and neighborly manner.
- A. No Resident will make or permit any disturbing noises, nor permit anything to be done that will interfere with the rights, comforts or conveniences of other residents. Loud parties or the playing of loud music will not be allowed.
- A. Other resident's lots are not to be used as thoroughfares.
- A. Any Resident, who is hereafter convicted of a felony, whether the felony is committed within or outside the park, shall be subject to eviction. DRUGS WILL NOT BE PERMITTED IN THE PARK. Conviction of the use or selling of narcotics will be grounds for eviction.
- A. Any Resident who is under the influence of alcohol, narcotics or any other illegal substance will not be tolerated. All instances of habitual intoxication drug use or abuse will be reported to the authorities for criminal prosecution.
- A. All Residents should observe quiet hours between 10:00 P.M. and 8:00 A.M. This means all kinds of loud noises. Respect your neighbors and other park residents.

1. Pets

- A. Residents are limited to one pet (dog or cat).
- B. Residents with a dog or cat shall execute and abide by a Pet Agreement prior to obtaining a pet.
- C. Pets may not exceed 31 pounds full-grown weight as certified by a licensed veterinarian.
- D. Exotic animals, farm-type animals, large animals and wild animals (animals belonging in the wild) are not permitted.
- E. The pet will not disturb the rights, comforts and conveniences of other residents.
- F. All pets must be leashed when outside the resident's home. Pets may be tied outside for short periods of time (fifteen minutes) during daylight hours.
- G. Pets must be housed and fed indoors. Outside animal shelters are not permitted.
- H. Waste will be cleaned up immediately.
- I. All dogs must have current license.

1. Traffic & Vehicles

- A. The speed limit within the park is fifteen (15) miles per hour. Please observe the speed limit. Fast and reckless driving will not be tolerated. REMEMBER CHILDREN LIVE HERE! Also Residents allowing their children to play in any driveway are doing so at their own risk.
- A. Two vehicles are permitted per home, all others must be approved. Any Resident who owns more than two vehicles must make arrangements with the Operator for additional parking spaces. The Operator reserves the right to charge a fee for the additional privileges.
- A. Parking of motor vehicles on the street will not be permitted.

Vehicles must at all times be parked in the parking spaces provided at each home site. Residents that own vehicles that are not used on a daily basis (trailers, boats etc.) may be asked to remove them from the park or park them in storage to make additional space. If the storage space is within the park, the Operator reserves the right to charge a fee for additional parking privileges.

- A. Parking of immobilized or disabled vehicles is prohibited in the park.
- A. Trucks over one and one half tons, tractor trailers and buses are prohibited in the park without the Operator's written permission, except those that are making deliveries or providing a service to the Resident.
- A. Unregistered, uninspected or unlicensed vehicles are prohibited in the park.
- A. Motorcycles must be parked in utility shed or street, not on lawn or patio and are only to be driven to and from the Resident's home.
- A. Unlicensed vehicles may not be operated within the park.
- A. No one is permitted to wash cars using water that came from a tap or spigot connected to the park water system.
- A. Vehicles in violation of any park rules may be towed at the Resident's or vehicle owner's expense.
- A. An owner may make minor repairs on a vehicle on a proper parking space, but the placing of a vehicle on jacks or blocks, or the performances of major repairs or the drainage of crankcase oil, radiator coolant/water, transmission fluid or any other fluids are prohibited.

1. Utilities & Services

- A. It is the Resident's responsibilities to:
 - 1) Maintain the tenant's water lines from freezing by using a UL listed heat tape on all outside water lines and to keep and maintain all water lines, spigots, valves, faucets and other water devices from leaking. The tenant's responsibility begins at the water service line valve leading to the home from the underground water main.
 - 1) Maintain a tight sewer connection. Resident also agrees not to introduce anything into the sewer system that is prohibited by the local sewer authority, township, borough, city or the state of Pennsylvania.
 - 1) Maintain all inside electrical devices, apparatuses and appliances in good repair and to keep the electrical connection between the home and the park electrical system in functioning order. The tenant's responsibility begins at the point where the underground cable from the outside main service disconnect is plugged or spliced together with a cable from the inside circuit panel or where the underground cable from the outside main service disconnect is connected to the inside circuit panel. In either case the tenant is responsible for the connection.
- A. Do not flush anything down the toilets that is not soluble, including but not limited to tampons, sanitary napkins, or any other sanitary

product, birth control devices, disposable diapers or liners, cleaning towels (cloth or paper), food scraps, metal, wood, fabric, trash, rubbish, garbage etc.

- A. Outside water spigots are prohibited.
- A. The Operator shall not be liable for any loss, damage or injury which may be sustained by the Resident or any other person, including, but not limited to, the following: the failure, breakage, leakage or obstruction of the water, sewer, waste, soil pipe, electrical, gas or oil systems; or any loss by reason of weather; or any loss resulting from the carelessness, negligence or improper conduct on the part of any other Resident, Resident's agents, licensees, invitees, assignees or successors; or any loss attributable to any interference with, interruption of or failure, beyond the control of the Operator, of any services to be furnished or supplied by the park. Residents are urged to obtain the necessary insurance against these contingencies.
- A. The use of park water for watering lawn, washing cars, filling of wading pools is prohibited.
- A. Only the Operator and the Operator's authorized representatives are authorized to work on the utility hook-ups.
- A. The Operator may at its sole discretion choose to discontinue or change the types of services it performs and or provides. The Resident agrees not to hold the Operator liable for any damage, inconvenience or loss resulting from the discontinuance or change of any service that has been provided, is presently provided, or may be provided in the future.
- A. All trash, garbage and rubbish must be placed at the curb in a container that will not break upon removal. If the tenant desires to have extra items removed by the trash company that the trash company charges an extra fee for (tires, appliances, etc) tenant agrees to contact the company of the tenant's choice and pay any and all charges associated with such removal.

1. Rent

- A. Rents must be paid on or before the first day of each month.
- A. All rents, which are mailed, will be considered paid as of the date of the postmark on the envelope. Rents paid after the fifth of each month will be assessed a late charge of FIVE DOLLARS (\$5.00) a day retroactive to the first day of the month.
- A. Rents are to be paid to Robert C. Fulton, and to be mailed PO Box 160, Morgantown, PA 19543.
- A. All monies (except security deposit) in connection with the park paid to the Operator are to be considered rent and failure to pay any monies at the due date or upon demand will result in the commencement of eviction proceedings.
- A. The Resident shall pay a security deposit equal to one month's rent to the Operator. Upon termination of this lease the Resident will be entitled to a full refund if the Resident has:

- Given the Operator not less than thirty days written notice.
- Removed all of the Resident's property from the park premises.
- Left the park premises clean and neat.

Left any utilities owned by the park in good repair.

Has paid all rents, additional rents, and fees.

A. If the Operator must commence eviction proceedings or any other legal action against the Resident, Resident agrees to pay any and all of the Operator's reasonable attorney's fees

A. The Resident responsible for rent on the first of the month will be responsible for the entire rent for that month. The Operator will not refund any rents in full or in part.

A. Resident agrees to pay as additional rent a secretary fee of \$20 for each certified letter mailed to Resident for failure to pay rent or due to a breach of these rules and regulations.

1. Other Rules

A. The Operator reserves the right to make additions or changes to the regulations when necessary. Residents will be advised of changes in regulations at least thirty (30) days in advance thereof in writing.

A. The Operator shall not be liable for any damage, compensation or claim for any inconvenience or annoyance arising from the necessity of repairing any part of the park, interruption in the use of the premises, park road closures due to weather or repair or any other reason whatsoever.

A. Any Resident who desires to remove their home from the park must first obtain a removal permit from the local tax collector.

A. Each Resident shall maintain insurance on the home and premises, which insurance shall cover (1) damage to the property of the Resident or Resident's guest, and (2) injury to persons occurring on or about the premises. The limit of insurance shall be not less than \$100,000.00. In addition, Resident upon request of Operator, shall provide Landlord with written evidence of such insurance, such as a Certificate of Insurance.