

LEBANON VALLEY MHC
RULES AND REGULATIONS

I APPLICATION FOR RESIDENCE/LEASE/RULES & REGULATIONS/RENT

A. All persons who want to be considered for residence in the Community must fill out an application before being interviewed and considered. The application includes: credit information, names, places of employment or schools attended by all adults and minors who will be residing in the household; descriptions, including license numbers of all vehicles at the residence, and phone numbers, both at work and home (unlisted included).

B. All residents must enter into a Lease. Residents will be required to pay the security deposit and first month's rent. The security deposit is in addition to the normal monthly rent and may not be treated by the resident as either the first or last month's rent. The security deposit will be returned to the resident by mail after the resident has given written notice of his forwarding address within thirty (30) days after the date he vacates the Community. Security deposits are non-transferable.

C. Failure to pay any fees, charges or rent may result in eviction. If we fail to receive your rental payment by the first day of the month, we may place you in default under the terms of the Lease by giving you notice of this default. If such notice is given on or after April 1st and before September 1st of any year, you will have twenty (20) days to pay the amount due on the account, including late charges. If such notice is given on or after September 1st and before April 1st of any year, you will have thirty (30) days to pay the amount due on the account, including late charges. If you do not pay the amount due within the time provided or if you are late paying your rent a second time within the six (6) months following the notice, we may start eviction proceedings against you without further notice.

D. Fees, charges or rents may be increased at any time, provided that management has given affected residents written notice of at least thirty (30) days before the effective date of the increase.

E. All residents must abide by the "RULES AND REGULATIONS".

Initial: _____

II OCCUPANCY AND USE LIMITATIONS

A. No resident may use his lot for other than residential purposes.

B. Two bedroom homes shall be limited to four occupants. Three bedroom homes shall be limited to six occupants. Each home must be occupied by at least one adult. For these purposes a person who is eighteen years of age is considered an adult.

C. Residents may have overnight guests; however, if the guest so frequently remain overnight as to increase the number of persons normally living in the home, you must notify management and the guests will be considered occupants. All overnight guests who stay with a resident for more than fourteen (14) days during any thirty (30) day period will be considered occupants, absent assurance that the guests' stay will in fact be of short duration.

III REQUIREMENTS FOR YOUR HOME AND LOT

A. No resident may rent his home. All homes must be owner occupied.

B. No storage of any kind, other than wheels and detachable hitches, shall be permitted under the home.

C. The bottom of the home shall be completely enclosed (skirted) within THREE (3) WEEKS after arrival in the community. Skirting must be Mastic T-Lok vinyl in a coordinating color. Other skirting material that specifically matches the exterior material of a home may also be used if it is professionally installed and approved by management prior to installation. Any home without skirting in excess of 30 days will be assessed \$100/per month until skirting is installed.

D. Street numbers must be secured and prominently displayed on the lamppost or the home so that they can easily be seen from the street.

E. All above ground fuel tanks must be painted to match the home or concealed behind a screen constructed of material that is coordinated to match the home or that is approved in advance by management.

F. One custom made storage shed will be permitted per lot. All sheds must be approved by the management in writing prior to installation and must be maintained and painted at all times in subdued colors coordinated with the resident's home. Any sheds that

are brought into the Community after date of these Rules must be of wood construction with abestos shingle roofs, professionally built (no homemade sheds will be permitted) with runners. Sheds must be a minimum of 8' x 10' and a maximum of 10' x 14', unless a different size is approved in advance by Management. Sheds, _____ or parts of sheds, the bottoms of which are higher than four (4") inches above ground level must be skirted in matching materials. Location of the shed must be _____ approved by management. Only one (1) storage shed will be permitted.

Initial: _____

G. Outside drying of clothes is permitted only on an umbrella-type drying line installed at the rear of the home. The umbrella-type clothes lines may be extended only when in use. It must be closed at all other times. A ground sleeve must be installed for the umbrella pole.

J. All firewood must be stored inside the resident's shed.

K. No swimming pools or wading pools are permitted, no excessive use of water. No Hoses are permitted to be used within the community.

A. Swing sets are permitted. However, management must approve the placement of the swing set prior to installation. Further, resident will assume all risk and liability associated with the swing set.

M. Additions such as decks, sheds, fences etc., are permitted only with the prior approval of management regarding design, material, etc.

O. All window air conditioners must be properly installed and correctly supported. Positively no props to the ground will be permitted.

P. All residents must have a working fire extinguisher.

Q. All homes, sheds, decks, awning, and other improvements must at all times be maintained in good condition and repair. Homes, sheds, decks and other improvements must be painted or treated (with respect to wood) whenever they become faded, are flaking or their appearance otherwise requires it. Rust and stains must also be repaired promptly. Skirting must be properly attached at all _____ times and whenever removed for maintenance, promptly reattached. Interiors of the homes must also at all times be maintained in a sanitary and safe condition _____ and in conformity with all applicable health and safety laws, regulations and ordinance.

R. If a home is substantially damaged by fire, or is beyond economic repair for whatever reason, Management will ask the home owners to remove it. Thirty (30) days thereafter, Management may consider the home abandoned, and dispose of it as junk, at the owner's expense.

T. Your lawn and its appearance is very important to all residents in the Community. Therefore, you must cut trim, remove weeds, fertilize, and edge your lawn whenever needed. If lawn care is not done by the resident, Management will have it done and the resident will be billed. GRASS LENGTH IN EXCESS OF 3" SHALL NOT BE PERMITTED. All trimmings and clippings must be properly disposed of and swept from the street. If the resident fails to maintain his lot in a neat and orderly condition, management may, but need not, enter the lot after three (3) days advance notice and provide proper maintenance for which the resident will be charged. Shrubs, trees and lawn improvements are encouraged; however, shrubs, trees and other plantings may not be removed at the time of vacating. To avoid damage to the underground utilities, permission must be obtained from management before commencement of any digging. Vegetable gardens are not permitted. Refuse, debris, bicycles, toys and other items may not be stored outside, may not be strewn about the lot and may not be allowed to accumulate on a lot.

Initial: _____

U. Without limiting any other rule, residents are advised that a hazardous condition upon a lot or home must be promptly eliminated, including conditions that relate to plumbing, electrical, heating, and other mechanical systems.

V. Home improvements are as important to the resident as they are to management. For this reason, all exterior improvements must be approved by management prior to installation. Before any construction is started, blueprints must be submitted to management stating the exact size, the materials to be used, and if elevated, the means of enclosed the bottom of the structure. Residents must have written permission from management and a valid building permit before commencing any alteration or construction. Approved alterations and improvements MUST be completed within 30 days of the start date.

W. Tampering with fuses or electric service at the main breaker box located at the exterior of your home is strictly prohibited. Please inform the Community manager of any problems and a licensed electrician will accomplish the work.

IV UTILITY SERVICE

A. Each resident is responsible for maintaining tight connections to sewer outlets and water inlets. Leaks must be repaired immediately.

B. Each resident is responsible for keeping his water and sewer connections from freezing from the main water shut off valve up. This can be accomplished by using an electric heat tape and fiberglass insulation. Residents must repair and will be responsible for any damage resulting from frozen pipes. Water check valves must be installed on water lines. Management is not responsible for water heater elements. Residents will be responsible for any damage caused to water meters due to the resident's negligence, such as the meter freezing due to the Resident's failing to utilize heat tape. Any damage to the water meters or Community lines and

Community utilities due to the resident's negligence, the resident will be responsible for paying for the cost to replace/repair the lines and or meters. **Meters and Community utilities can only be repaired/replaced by management or their authorized representatives.**

C. Non-soluble items such as rags, cloth, hard paper, sanitary napkins, paper towels, frying oil or fat, other items made of plastic or rubber may not be flushed down any drain or toilet. Residents are liable for damage to the sewer system caused by violation of this rule.

D. Basic television cable service is provided by an independent cable company who has been granted the right to provide cable service to the community. Residents will not have the basic charges included in their rent. Management is not responsible for the performance of this cable service or payment of this service. Any questions or complaints regarding such service should be directed to the cable provider.

E. Management will provide snow plowing for street areas. Each resident is responsible for maintaining and keeping free from snow and ice his own walkways and Community areas. Rock salt or any chemical deicers may not be used. Only sand is permitted. Snow must be removed within 24 hours of snowfall.

Initial: _____

F. Each resident must have at least two (2) trash containers with lids. The containers must be stored in the shed and must be moved to the street on the day of pick up **THEY MAY NOT BE STORED ON DECKS**. As an alternative to storage in your shed, you may store them in an enclosed screened area on a concrete pad in an approved area for trash containers.

G. Burning of trash, rubbish or wood will not be permitted. Gas and charcoal grills are permitted.

H. All mobile homes requiring 220 V circuits must be hooked up by a registered electrician at the Resident's expense for the labor and approved by the Community owner and/or manager.

I. Each resident must have installed a water shut off valve on their own water line. Each resident must have installed a check valve on their own water line.

J. Oil Tanks are not permitted in the community after January 1, 2008.

K. Only management and their authorized representatives are authorized to work on the utility hook ups.

L. No outside faucet for water will be installed on the park water system.

V. MOTOR VEHICLES

A. Speed limit of (10) miles per hour shall be observed at all times throughout Community.

Reckless driving is prohibited.

B. Two automobiles per lot are permitted. In addition, one motorcycle per lot is permitted. Parking of any vehicle on lawns or patio areas is strictly forbidden. Residents are responsible for assuring that their guests do not occupy other residents' parking areas. There is no on-street parking permitted. Residents may not keep commercial vehicles larger than a van or pick-up in the Community. We will permit resident's to have a third vehicle, if such vehicle can fit within the parking area allotted to you. The 3rd vehicle cannot be parked on the street, partially on the street or in any area other than your parking area. There will be a \$5.00 per month fee for a 3rd vehicle.

C. Unlicensed, uninspected or inoperable vehicles are not permitted in the Community. All vehicles must be kept in good repair. Residents are responsible for the clean up costs of all fuel, oil and other liquids that leak from their vehicles.

D. No travel trailers, boats or other recreational vehicles may be kept in the Community. No race cars, mini bikes, 3 or 4 wheelers or excessively noisy vehicles are permitted at any time.

E. No major vehicle repair or maintenance may be done in the Community. Minor repairs are permitted on the resident's **own** vehicle. But the placing of Vehicles on jacks, blocks or ramps, and performing major repairs, or draining motor oil is prohibited.

G. No person will be allowed to operate a motor vehicle within the Community without a valid operator's license.

Initial: _____

H. Management reserves the right to tow from any location in the Community any vehicle not in compliance with these Rules and Regulations at the expense of the owner of the vehicle.

VI. COMMUNITY STANDARDS OF CONDUCT

A. Adult residents are responsible for the conduct of the members of their families and their guests, and they are liable for all damage they cause to the property of others. All persons must respect the property of others. Everyone is expected to conduct himself in a dignified and neighborly manner. Please be considerate of others, particularly in noise control matters.

B. No guns of any type or description, bows and arrows, weapons or fireworks may be used or discharged within the Community.

C. Drunkenness, use of or selling drugs, immoral conduct (including using profane or abusive

language), conviction of a felony will be grounds for eviction.

D. No peddling, soliciting, or commercial enterprise is permitted in the Community without first obtaining the consent of the management. Any deliveries made to a resident's business must be made to the site of the business and not to the resident's home or on the grounds of this Community.

E. Please avoid trespassing on another resident's lot. Passage from lot to lot must be made by use of Community streets at all times.

F. Children shall not play in other resident's areas, but must play in designated areas. Playing hard ball or flying objects is prohibited (Frisbee, baseball, etc.). Skateboards and Rollerblades are also prohibited. Basketball backboards are not permitted.

G. Residents of the Community must be **quiet after 10:00 PM and before 7:00 AM**. Loud stereos, or loud talking that can be heard outside of the mobile home and which results in complaints will be grounds for eviction.

VII. SELLING YOUR HOME

A. Residents must give the management thirty (30) days prior written notice if They intend to sell their home.

B. A resident may sell his home, without any restriction; however, management reserves the right to approve the purchaser as a resident in the Community. The purchaser must apply to become a Resident, provide information usually requested by management, and meet management's usual criteria for admittance. In order to become a resident, the purchaser must also execute a lease, pay a security deposit, and otherwise agree to abide by the rules and regulations. Purchasers who have not been approved by management to become residents will have to remove the home after the sale.

Initial: _____

C. Homes that have not been properly maintained in accordance with the Community's rules and regulations or otherwise pose health or safety risks may not remain in the Community after the sale unless brought into conformity with the rules and regulations. Management will attempt to periodically inspect the exterior of homes, sheds, lawns, and the like so that residents can make required repairs and perform required maintenance when needed; however, some exterior maintenance may be required at the time of the sale if the need has arisen since the most recent inspection. Residents should also understand that management may require the removal of a home that has not been properly maintained or that poses a health or safety risk.

D. The selling resident must pay all rent, fees, taxes, and other charges through the date of the sale.

E. You may place one "For Sale" sign on your home or lot.

F. Under Pennsylvania State Law all residents must be registered with the Manager. Before removing a manufactured home from the community, a removal permit must be obtained from the Township Tax Collector and shown to our Manager. All Tenants must notify the Manager 30 days in advance when planning to move from the community, or forfeit their Security Deposit. All rents and other charges must be paid before the Manger will give permission to the Mover to remove your home.

G. After any home is abandoned in the Community for 30 days or more, Management is hereby given permission to enter the home, and have the home moved to a storage area. The owner of the home will be responsible for all costs incurred.

H. Any equipment, fixtures or goods or other property of the Lessee (Resident) not removed by the Lessee quitting, vacating or abandoning the premises, or upon the eviction of Lessee shall be considered abandoned and Lessor (Management) shall have the right, without any notice to the Lessee, to sell or otherwise dispose of the same.

VIII. MANAGEMENT RIGHTS

A. Management reserves the right to amend or to supplement these Rules and Regulations at any time and from time to time. Management will deliver to the residents in writing, a notice of the amendments or supplements at least thirty (30) days before the effective date of the new provisions.

B. Management is not responsible for damage, injury, or loss due to fire, theft, windstorm, flood or other forms of casualty to the home, to autos or to other personal property of a resident.

C. Management is not liable for any damage or injury which may be sustained by the resident or any person as a consequence of the failure, breakage, leakage or obstruction of the water, sewer, waste, or soil pipes, the electrical systems, or for any other reason; or resulting from the carelessness, negligence or improper conduct on the part of any resident, any guest, or any other person not employed by management. All resident are urged to obtain fire & liability insurance against these contingencies

IX COMPLAINTS. Only written and signed complaints will be acted upon by Management.

Initial: _____

**LEBANON VALLEY COURT,
LEASE ADDENDUM
EFFECTIVE 5/1/06**

Effective immediately, your Lease, Rules & Regulations are being updated to reflect the following additions:

- 1) Trampolines are not permitted in Lebanon Valley MHC
- 1) Water Leak Repairs that are the tenant's responsibility, must be repaired within 3 days of notification from management. Written verification from the plumber must be provided to management within 3 days. In the event, you do not have your leak repaired, we will contact our plumber and have the repairs made. You will then be billed by Lebanon Valley MHC for the repair and an additional fee of \$25.00 for the clerical services provided by the community.
- 1) Certified Letters -- In the event, we have to send you a certified letter, for NSF, late rent or any rule violation, your account will be billed \$20.00.

We are incorporating these items into your Rules and Regulations due to the **liability** of some of the items. The water repair issue is being implemented because leaks cause a serious drain on the water system. If leaks are not repaired, all residents could be without water. Further, the increased cost caused by leaks would have to be passed on to all residents.

This notice will serve as your official notification of the Rules and Regulations addendum.

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy agreement with this mobile home Community. The law requires all of these rules to be fair and reasonable.

You may continue to stay in this Community as long as you pay your rent and other reasonable fees, service charges and assessments hereinafter set forth and abide by the rules and regulations of the Community. Entrance and exit fees may not be charged. Installation and removal fees may not be charged in excess of the actual cost of the mobile home Community owner or operator for providing such service of the installation or removal of a mobile home in a mobile home space.

You May be Evicted for any of the Following Reasons

1. Non-payment of rent
2. A second or subsequent violation of the mobile home park rules or lease occurring within a six month period.
3. If there is a change in use of the Community land or parts thereof.
4. Termination of mobile home Community.

You shall only be evicted in accordance with the following procedure

1. A resident shall not be evicted by any self-help measure
 1. Prior to commencement of any eviction proceeding, the mobile home Community owner shall notify you in writing of the breach or violation of the lease or Community rules by certified or registered mail.
 - a. In the case of nonpayment of rent the notice shall state that an eviction proceeding may be commenced if the mobile home resident does not pay the overdue rent within twenty (20) days from the date of service if the notice is given on or after April 1, and before September 1, and thirty (30) days if given on or after September 1, and before April 1 or an additional nonpayment of rent occurring within six (6) months of the giving of the notice may result in immediate eviction proceedings.

Initial: _____

b. In the case of a breach of the lease or violation of the Community rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless you have been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months the mobile home Community owner may commence eviction proceedings at any time within sixty (60) days of the last violation or breach.

You shall not be evicted when there is proof that the rules you are accused of violation are not enforced with respect to the other mobile home residents or nonresidents on the Community premises.

In addition, no eviction proceedings for nonpayment of rent may be commenced against you until you have received notice by certified or registered mail of the nonpayment and have been given twenty (20) days from the date of service if the notice is given on or after April 1 and before September 1, and thirty (30) days if given on or after September 1 and before April 1, to pay the overdue rent. However, only one notice of overdue rent is required to be sent to you during any six-month period. If a second or additional violation occurs within six (6) months from the date of the first notice, then eviction proceedings may be immediately started against you.

You are entitled to purchase goods or services from a seller of your choice and the Community owner shall not restrict your right to do so.

If you desire to sell your mobile home, the mobile home Community owner may not prevent the sale and may not claim any fee in connection therewith, unless there exists a separate written agreement. However, the mobile home Community owner may reserve the right to approve the purchaser as a resident in the mobile home Community.

Enforcement of the Mobile Home Community Rights Act is by the Attorney General of the Commonwealth of Pennsylvania or the District Attorney of the county in which the mobile home Community is located. You may also bring a private cause of action. If your rights are violated you may contact the State Bureau of Consumer Protection or your local District Attorney.

If, for any reason, any portion of these Rules and Regulations should be declared invalid, the remaining portions of these Rules and Regulations shall remain in full force and effect.

These rules have been written for the benefit of all. They are not meant to restrict your personal liberties, but because we are a close community, we must be careful that our activities will not infringe unpleasantly on others.

Initial: _____

I/WE THE UNDERSIGNED ACKNOWLEDGE THAT I/E HAVE READ AND RECEIVED THE RULES AND REGULATIONS AND AGREE TO ABIDE BY AND BE LEGALLY BOUND BY THE SAME. I/WE ARE AWARE THAT THESE RULES AND REGULATIONS ARE INCORPORATED INTO OUR LEASE. I/WE UNDERSTAND THESE RULES AND REGULATIONS MAY BE CHANGED FROM TIME TO TIME UPON THIRTY (30) DAYS NOTICE.

DATED: _____

LESSEE: _____

LESSEE: _____

Initial: _____

REGULATIONS FOR PETS

CONDITIONAL AUTHORIZATION FOR PET, RESIDENT IS HEREBY AUTHORIZED, ONLY WITH APPROVAL SIGNATURE OF LESSOR OR REPRESENTATIVE, TO KEEP A DOG OR CAT WHICH IS DESCRIBED BELOW. AUTHORIZATION MAY BE TERMINATED IF RESIDENT'S RIGHT OF OCCUPANCY IS LAWFULLY TERMINATED OR IF THE PET RULES LISTED BELOW ARE VIOLATED IN ANY WAY BY THE RESIDENT, RESIDENTS' FAMILY MEMBER, OR GUEST. APPROVAL MUST BE OBTAINED PRIOR TO ENTRY INTO THE PARK.

1. Each pet must be registered with our office as prescribed by the Pet Application/Authorization along necessary documentation with photo, size, weight, height, color, description, proof of required & last shots/immunizations as required. (i.e. rabies).
2. Pets must have and wear a current license & tag.
3. One (1) pet maximum per household permitted with a \$20 per pet, per month pet fee.
4. NO visiting (visitors') pets.
5. Each tenant is responsible for cleaning up any droppings or waste left by the pet. This must be done immediately following the pet's excretion of droppings.
6. Pets are NOT permitted to run free in the park/community. They must be attached to a hand-leash and controlled/restrained at all times by a responsible adult or individual. Pets must be accompanied by their respective, responsible party whenever outside of the home. Watching out your window while the pet is outside is not acceptable. Any pet left running loose within the community will result in removal of the pet from the community by the Humane Society and you will no longer be permitted to keep a pet.
7. Pets are NOT to be tied or caged outside. Outside pet houses or cages are NOT permitted.
8. Excessive barking inside or outside of your home that will cause a disturbance or nuisance within the community will not be tolerated.
9. No breeds or types of dogs or animals are permitted which displayed a propensity to attack human beings or other animals without provocation and no dog which has been determined to be a "dangerous dog" shall be permitted in the community for any purpose or at any time whatsoever, as any such animal or pet shall be considered an "aggressive animal for these purposes and shall not be permitted in the community.
10. Rottweilers, Chows, Dobermans, Charpeis, Dalmatians Pit Bulls, Staffordshire Terriers, Huskies, Akitas, Presa Canarios, Alaskan Malamutes, German Shepherds & Wolf Hybrids are not permitted.
11. Placing food outside for pets or stray animals and allowing animals to enter your home and out buildings through open windows, doors or holes in the wall is a violation and could result in eviction or revocation of your right to have a pet in the community.
12. Exotic animals, farm-type animals and wild animals (animals that belong in the wild) area not permitted.

Type of Pet _____ Last Rabies Shot

Breed _____ Color _____ Weight _____ Height _____

Expected weight when full grown _____ Photo Attached _____

All of the above information is true and correct to the best of my knowledge.

SIGNATURE OF LESSEE _____ DATE _____

SIGNATURE OF LESSOR, OR REPRESENTATIVE _____

Form A. Hunter PET REGULATIONS 4 April 09