

The Pines at West Penn POLICIES, RULES AND REGULATIONS

To promote a healthy and enjoyable living environment and to protect your investment in your home, certain policies, rules and regulations have been adopted so that through cooperation and due diligence the desirability of living in The Pines is enhanced. Our goal is to encourage a friendly, clean and well-maintained community of which all can be proud.

We consider these to be common sense items promoting mutual courtesy and respect, and requiring no extra effort to follow. All leases are made subject to these rules to ensure a highly regarded residential community with safe and pleasant surroundings. The Pines reserves the right to modify, amend, and add to these. Residents shall be notified in writing of updates and changes thirty (30) days prior to their effective date. All residents, by executing a lease agreement agree to abide by and obey these rules and regulations.

A. GENERAL REQUIREMENTS:

1. All homes must be occupied by owners qualified for residency. Buy-fors are not permitted. Only those listed on the lease are permitted to live in the park. Prior to entry to the community, all applications and forms must be completed with all information requested so that character and credit checks can be conducted. Negative reports regarding character and credit or failure to complete forms completely and accurately may be reason for disapproval.
2. All homes to be placed in the community must be approved and in compliance with the entrance requirements of The Pines. The make, model, size, year, VIN, number of bedrooms, and proof of ownership must be provided to management (Lessor)
3. No more individuals than is suitable for the manufactured home of its particular size and design shall occupy manufactured homes. Management (Lessor) reserves the right to limit rentals to two adults and their children per home.
4. With the exception of occasional visitors, the home shall not be occupied by any person other than those named in the Lease. No home or premises shall be subleased or put in the possession of another party. It is required that all individuals named on the title must be a Lessee on the lease and must live in the home.
5. Additional persons, not listed on the lease and regardless of age, that are temporary guests of Lessee in excess of ten (10) consecutive days or in excess of twenty-one (21) days per year must have written approval for living in the park by submitting a prepaid application for temporary occupancy **BEFORE MOVING IN**. Upon meeting all requirements, and, **so long as home owner(s) are in residence**, approval may be granted allowing the stated individual(s) to become a temporary occupant of the Tenant's dwelling as a guest of the Tenant. Lessor reserves the right to revise the base rent and home owner(s) continue to be solely responsible for monthly rent debits to an account owned by home owner(s). The temporary occupant is not a Tenant entitled to occupy the dwelling unit to the exclusion of others. The temporary occupant is subject to park rules and regulations. The temporary occupant does not have the rights of a tenant, and, as such, Lessor may terminate the temporary occupancy agreement for a material violation of the park rules and regulations without giving opportunity to cure the violation. If Tenant Home Owner(s), for any reason whatsoever, no longer occupy and/or reside in the dwelling located in The Pines, temporary occupant shall promptly vacate the premises. Should the temporary occupant(s) fail to vacate the premises promptly after (1) Tenant Home Owner, for any reason whatsoever, no longer occupies and/or resides in the dwelling; or (2) permission to occupy has been terminated by Lessor due to rule violation, the Lease Agreement with Tenant Home Owner(s) may be terminated and temporary occupant may be treated as a trespassor.
6. Lessee shall complete and return an annual census providing management (Lessor) with the following:
 - a. Name, age, social security number, contact information, and employment for each person living in the home and listed on the lease agreement.
 - b. A list of all vehicles owned or operated by each person living in the home.
 - c. Copy of title on the first anniversary of lease signing or when an owner of record has changed during the course of the year
 - d. A Certificate of Insurance showing policy number, liability coverage, and policy effective dates.
 - e. Emergency contact
 - f. Any information related to the health, safety, welfare, and finances of the Community
7. Lessor and it's agents shall have the right to access the site and utilities for maintenance or inspection at all times. This does not include the inside of the home.
8. Lessor and it's agents are not responsible for lost or stolen mailbox keys. Lessee should contact Post Office.
9. Fire extinguishers, hard-wired smoke detectors and a fire escape plan are encouraged for your safety.

10. Lessor/Agent will not be responsible for damage, injury or loss by accident, theft, fire, mischief or acts of God to either the property or person of Lessee or guests and Lessee is hereby notified that Lessee will assume all risk in such matters and should insure themselves and their property accordingly. Lessor/Agent will not be responsible for the failure of underground water and sewer lines or electric systems that are the direct result of the faulty and improper installation of home or careless and improper use on the part of persons living in the home.
11. Lessee shall execute and provide to management (Lessor) a "60-Day Home Removal and Lease Termination Notice" in advance of the intention to remove the home from the park. The notice is available by contacting the park manager or property manager. In addition, all of the following must be provided **BEFORE** a towing company is granted access to the home: (1) all rent paid in full to date of removal; (2) a copy of Moving Permit from West Penn Township; (3) a Certificate of Insurance for moving company; (4) copy of tax receipt showing all taxes paid to date of removal; and (5) a forwarding address so that the security deposit can be reconciled. The space must be left in good condition, cleared of all trash and debris, without ruts or damage to landscaping, driveway, and swale. Damages to community property or infrastructure shall be the responsibility of the Lessee and removal contractor. If Lessor/Agent must restore the site costs will be reconciled to Lessee's security deposit at the labor charge of \$30.00 per hour plus materials. Should there be any holdover beyond the termination date provided by Lessee in his notice, Lessee shall be responsible for holdover rent at twice the periodic rate and damages (if any) caused by the holdover.
12. Whether selling, transferring, or conveying right of title, seller is responsible for providing (1) the park manager with the "60-Day Lease Termination Notice"; and (2) the prospective buyer with the Manufactured Home Communities Rights Act "Seller's Disclosure Notice" as required by the Manufactured Home Communities Rights Act. The forms are available by contacting the park manager or property management company. Lessees may sell their homes without restriction as to purchaser, however, if a prospective buyer desires to keep the home in the community, seller must notify the buyer that prepaid application for residency is required in order that buyer complies with the entrance procedures and meets residency requirements. In advance of a prospective buyer removing the home, and, before a towing company is granted access to the home, seller must provide to Lessor: (1) all amounts due paid in full to date of settlement; and (2) a copy of receipt showing all taxes paid in full to date of settlement. Buyer shall provide (1) a copy of West Penn Township Moving Permit; and (2) a Certificate of Insurance for moving company. So long as all residency requirements have been met, any change of ownership of the home requires a new lease with all adults 18+ to include owners and/or any additional adults (all parties to the lease). Title must be transferred to new owner at the time of sale. A copy of the sale agreement and form MV-4 (transfer of title) will be provided to Lessor/Agent. Pro-rated rent will be handled between the buyer and seller as an out-of-pocket closing expense.
13. Only one "For Sale" sign may be displayed in a window.
14. To be considered for action, all concerns and/or complaints, with the exception of emergencies, must be submitted in writing and signed by the Lessee. Forms and assistance are available at the office or by contacting property manager.
15. Lessor/Agent reserves the right to, amend or adopt policies, procedures or guidelines upon thirty days notice.
16. Personal checks will be accepted only at Lessee's Tenant Orientation. All future rent payments are to be made by electronic transfer debited to an account owned by Lessee. Payments in default are to be made by money order or cashier check only.
17. The security deposit is in addition to regular monthly rent payments and may not be treated as either the first or last month's rent and is not transferrable. Lessee's deposit will be reconciled only upon receipt of sixty (60) days written notice of his/her intent which shall include a forwarding address.

B. HOME

1. Homes must be maintained to blend with other homes in the community and be in keeping with the general overall good appearance of the community. Lessor/Agent reserves the right to inspect a home, or other ancillary building that is more than ten (10) years old for compliance with community standards and to make sure there are no health, fire, or safety hazards present. Alterations or additions may not detract from the overall good appearance of the community.
2. All homes, ancillary structures, and lot spaces shall be kept in good condition and routine repair with all exteriors kept clean, neat, properly painted, and free from mold and algae at all times. Lessor/Agent reserves the right to require reasonable repair, maintenance, and/or improvements for the general upkeep of the community. Repairs and maintenance shall be done in a timely manner, not to exceed 60 days.

3. All exterior home and lot space improvements including but not limited to, temporary or permanent additions, alterations, patios, or patio coverings, porches, concrete or masonry work, skirting, utility changes, or any change in the exterior color of home or buildings must be submitted to and approved in writing by management (Lessor) prior to any change or installation. To maintain a basic color scheme throughout the community only colors matched to the home will be permitted on ancillary structures. Lessees are advised that they must submit scaled drawings showing the size, materials, and if elevated, the means of enclosing the bottom of a structure. Lessor/Agent shall provide Lessee with a Plot Plan in order that Lessee obtain all government permits at their expense, conform to the applicable building code, and be approved by the appropriate authority. Approved alterations and improvements must be completed in a timely manner, not to exceed 60 days.
4. For front porch: a minimum of a 4'x 6' pressure-treated and wooden deck, preserved with a clear finish or pre-approved solid color stain, with steps and safety rail. For rear steps: pressure-treated wooden steps with safety rails on both sides, preserved with a clear finish or pre-approved solid color stain.
5. Any addition shall be of a design in harmony with the home, be constructed in a craftsman-like manner and be preserved with a clear finish or treated with a solid color stain to blend with the home, or paint color-matched to home.
6. Immediately after installation, the base of each home shall be fully enclosed with white vinyl interlocking skirting or other color matched to that of the home. The home as well as its skirting shall be kept clean and free of mold, mildew, holes, gaps, openings or dents. Fuel tanks must be screened within 20 days of taking up residence.
7. Exterior plastic coverings (windows, doors, screens, etc.) are prohibited. Doors and windows must be maintained in good repair with no broken glass, mismatched patches, or plastic covering. Doors may not be patched. Repairs must be made promptly and within a reasonable amount of time, not to exceed 60 days.
8. No window air conditioners in the front (street side) windows of homes. All window air conditioners must be self-supporting or bracketed to the side of the home; supports to the ground are not permitted
9. The hitch must be removed and stored under the home, and all over-the-road transportation gear must be removed from the community.
10. TV and any other antenna shall not be higher than 12 feet above the roof of the home. Satellite dishes exceeding 39 inches in diameter are not permitted, as well as any electronic or other device that interfere with other Residents. Lessor is not responsible for television cable service.
11. All water lines and drains must be maintained leak-free and heat tape protected to the point of connection. Running water to prevent freezing is not permitted. Leaking faucets, toilets, outside water spigots, etc. must be repaired immediately. Lessor/Agent reserves the right to restrict the non-essential use of water when supply is limited or must be conserved.
12. All utilities to the home must be installed, maintained, and be in good working order at all times. Lessee does not own any utility fixture beyond where the home is connected to a particular service. Additional electric service, above the provided 100-amp service, will be the financial responsibility of Lessee, as well as any obstruction or blockage in the sewer or water lines if such blockage is the result of improper maintenance or negligence on the part of Lessee or persons living in the home. Petroleum-based products, insecticides, paint products, disposable diapers, cloth or paper cleaning towels, garbage or food scraps, metal, wood, fabric, plastic or other such foreign material may not be discharged into the sewage system. Existing oil and propane tanks shall be maintained in such a manner that they are level, stable, on a firm footing, rust free, and painted to blend with the color of the home. Lines and tank must be free of leaks and defects and must be environmentally safe. No below-ground fuel storage is permitted. Tanks must be screened so as to totally conceal them from view. Lessee is financially responsible for environmental spills.
13. Supplemental heating devices are not permitted as they pose a fire and inhalation hazard. Storing flammable substances within or around the home or anywhere on the space is prohibited.

C. PETS

1. No pets are allowed in the community except by specific written permission of Lessor/Agent. A maximum of two (2) pets per household is permitted. Management (Lessor) reserves the right to accept or reject any pet. Breeds of dog that are not permitted shall include but are not limited to any Mastiff, Doberman Pinscher, Bulldog, German Shepherd, Great Dane, Husky, Pit Bull, Rottweiler, Saint Bernard, Chow, Akita, Presa Canarios, Wolf Hybrids, Alaskan Malamutes, or any mixed breed involving the aforementioned breeds.

2. Prior to bringing a pet into the community, Lessee must obtain approval for and register their pet by providing its photo and its immunization record. Any animal not registered will not be allowed to remain in the community. Dogs must be licensed in accordance with all applicable local and state laws.
3. Pets must be kept on a leash held by a responsible individual when outside the home and must never be allowed to run at large. Under no circumstances may a pet be tied outside.
4. Pets must be curbed on Lessee's yard. Animal waste must be removed immediately and disposed of in a sanitary manner.
5. Noisy or unruly pets or those that cause complaints will not be allowed to remain in the community.
6. Outside pet houses are not permitted. Leaving food or drink outside is prohibited.
7. Service animals must be registered with the office with documentation identifying them as such.

D. YARD AND HOME SPACE

1. Lessee is responsible for all yard care and shall include the swale and the edge of the street. The lawn and its swale must be neatly cut, beds weeded, leaves raked, and bushes trimmed routinely. Grass and weeds must be trimmed to a low and neat level along the base of the skirting as well as steps and porches. Grass shall not exceed four (4") inches in height. Cutting debris must be removed from the street.
2. The planting of trees, shrubs and flowers is permitted and encouraged for improved appearance. However, to reduce the possible damage to underground utilities and swales, please consult with management before digging. All trees, shrubs and flowers become a permanent part of the space. Swales must be kept free from hardy plant materials or ground cover.
3. Lessor/Agent reserves the right to restrict the size, content, and location of gardens.
4. Wading pools, swings and other play equipment requires the written permission of Lessor/Agent, and must be within the site's building envelope, monitored at all times, and emptied and removed when no longer in use.
5. Bikes and toys, etc. are not to be left or parked on the roadways, sidewalks or lawns when not in use.
6. A very limited number of lawn ornaments and exterior decorations shall be permitted at the discretion of Lessor/Agent who shall limit the size, number and type.
7. Other than his name, and house number, Lessee may not place any signs on, around, or within the rented space. Maximum size permitted is 8" x 24". Seasonal decorations must be removed after the applicable holiday or season, not to exceed 30 days. In addition, Lessee may place one (1) professional-looking "For Sale" sign or one (1) political campaign sign not more than thirty (30) days prior to election. Signs must be removed within twenty-four (24) hours of the time of the ending of the event.
8. Clotheslines are not permitted; however a single pole clothes tree may be installed at the rear of the home, provided it is placed in the collapsed position when not in use. A ground sleeve must be installed for the umbrella pole. Lessee may not do laundry for anyone who is not living in the home.
9. Fences are prohibited. Small dog-runs in the rear of the space, not more than 3' high must be approved by Lessor/Agent prior to installation. Fencing material must be maintained in good repair.
10. Lessee is responsible for clearing snow and ice from walkways, the driveway and its swale, and the stoned visitor parking space located on the rental space within 24 hours after the end of any snow, or ice storm.
11. All items such as but not limited to lawn mowers, toys, tools, concrete blocks, tires, construction debris, gas cans, car parts, etc. must be stored inside your home or in an approved shed. No storage on the lot or around the perimeter of the home is permitted. This includes patios, porches, and decks. Firewood may be stored on a raised platform in the rear of the home in the least visible location on the lot.
12. Storage sheds require a building permit and are limited to one (1) per lot, maximum 12' x 12', professionally designed and constructed with vinyl siding or other pre-approved material to match or compliment the home's exterior. Sheds must be maintained in good repair and appearance. They must have doors that are closed if not in use and an asbestos shingled roof. Management's (Lessor's) permission must be obtained along with a Plot Plan prior to placement of a shed on a home space. If the bottom of the shed is higher than four (4") inches above ground level it must be skirted in matching vinyl to the home.
13. Lessee may install a patio, porch, carport, deck, etc so long as the location, size, and materials are approved in advance by management (Lessor), and there is sufficient room within the lot's building envelope. A Plot Plan will be supplied to Lessee in order that he apply for the appropriate permits. Decks must have railings built to code, and rotted wood must be replaced in a timely manner, not to exceed 60 days. Steps of four or

more risers must have handrails on both sides with vertical guards which do not allow passage of a sphere 4" or more in diameter. Wrought iron patio covers are not permitted. To comply with community standards for basic, consistent color schemes additions shall match vinyl siding and trim on the home. Approved building material shall include pressure-treated lumber for decks, steps and porches; stone, brick, or slate for patios and walkways; and matching shingles for all roof lines. No concrete cinder blocks may be used anywhere.

14. Exterior changes to the home or the space requires written approval from management (Lessor) **BEFORE WORK IS STARTED**. Lessor/Agent will inspect structures on a regular basis, and those improvements or changes that have not been approved prior may have to be removed if the work is in violation of building code or township ordinances, or is found to be of unsatisfactory quality. It is very important that Lessee receives written approval on a Plot Plan to avoid a costly mistake.
15. Only concrete splash blocks, automatically retractable downspout extensions, or a single, three-foot downspout extension are permitted at the end of downspouts.
16. The burning of trash, rubbish, leaves, or other materials is prohibited.
17. Refuse, debris, car parts, or building products may not be stored or strewn about the space
18. All refuse must be bagged in watertight containers placed at the curb the morning of pickup. Empty containers, cleaned and sealed are to be stored away from view. They may not be stored on front decks, porches, steps, or near entrances. Trash/bags may not accumulate anywhere on the site. As per the PA. Covered Device Recycling Act, the following may not be put out with trash: any type computer, monitor, peripheral, tv, or related component. All these must be recycled at local retailers.
19. Snow removed from site or parked cars may not be placed on cleared streets.
20. Attended outdoor grills and chimineas must be kept away from vinyl siding and are permitted to be used in accordance with manufacturer's safety instructions.

E. VEHICLES

1. Site preparation includes one paved area to accommodate no more than two (2) currently licensed and inspected vehicles in good repair and appearance, and which are used on a regular basis. At Lessee's expense, Lessor/Agent will provide a third paved area for one additional inspected and licensed vehicle so long as there is sufficient space within the building envelope. Vehicles leaking gas or oil must be removed from the Community and any residue on the street or driveway must be cleaned.
2. No parking is permitted on any street, between homes, on lawns, or landscaped islands. The stoned over-flow areas at each site throughout the community are reserved solely for visitors. Lessor reserves the right to have any vehicle owned by Lessee and parked in these reserved areas towed at Lessee's expense. Lessee is responsible for keeping his/her stoned over-flow area free of snow and ice. No parking on the streets after a snowfall.
3. The right to park in the community is limited to Lessees and their guests. Guests must be visiting with a Lessee at his/her home in order to park in the community.
4. A posted speed limit of fifteen (15) miles per hour, must be observed at all times.
5. Vehicle repair, overhaul, and draining of oil or radiators are prohibited.
6. Small utility trailers may be used for the occasional hauling of firewood or building materials, but, must be removed from the community or stored out of sight in an approved garage or shed immediately after each use. With the exception of equipment operated for the maintenance and/or improvement of the community, the following are not permitted at any time in the park or its right-of-way perimeters:
 - Unregistered, uninspected vehicles
 - Motorcycles with altered exhaust systems
 - Golf carts
 - Immobilized or disabled vehicles
 - Commercial vehicles rated over ¾ tonThe following may be stored, totally out of sight, in an approved garage or shed but **MAY NOT BE OPERATED OR REPAIRED** in the community:
 - Boats and/or their trailers
 - Dune buggies, go-carts
 - Snowmobiles
 - ATVs, minibikes, dirt bikes, motorbikes
 - 3 or 4 wheelers
7. Parking or storage of commercial vehicles, tractor cabs, stake-body, service-body, dump-body or utility-body type trucks is not permitted in the community, at the entrance, or its perimeters. At Lessee's expense the community will provide one (2) paved or concrete slab for a licensed RV to be stored, unoccupied, provided

there is adequate space available within the site's building envelope. Lessee must provide Lessor/Agent with a drawing showing location of proposed slab with all dimensions noted. Lessee will then be provided with a Plot Plan for a building permit.

F. COMMUNITY LIVING

1. Lessor/Agent reserves the right to eject or prohibit entry to any individual who causes a disturbance or becomes a nuisance.
2. Lessees shall be responsible for the conduct of the members of their household, their pets and their visitors and shall be liable for any damages caused to Lessor's property or others. Drunkenness, loud parties, acts of inappropriate conduct as determined by management or any activity that disturbs the peace and tranquility of the community is prohibited. Management (Lessor) reserves the right to determine if a Lessee, convicted for a sexual offense under Megan's Law poses an unreasonable risk to the community. Residents are cautioned that any person who copies, distributes, discloses, or receives information from these databases, except as authorized by law, will be guilty of a misdemeanor, punishable by imprisonment and fines. Actual damages, attorney fees and exemplary damages are available for the unauthorized use or distribution of information. Community notification can only take place by law enforcement agencies or the courts.
3. No peddling, soliciting or commercial enterprise is allowed in the community without the written consent of management (Lessor). No routine babysitting of unrelated children from outside the community is permitted.
4. Loud music, foul language, disruptive behavior, harassment, or lewd gestures will not be tolerated. Parents and guardians who fail to monitor and correct such behavior of persons living in their home may have their lease terminated. Lessee will show due regard for the comfort and enjoyment of other Residents. All residents, guests and visitors, shall conduct themselves in a manner that will not disturb others. If there are any complaints about noise level and/or any drug use Lessor/Agent shall have the right to terminate this contract immediately or at its discretion. No noise between the hours of 9:00 P.M. and 7:00 A.M.
5. Groups of young persons are not permitted to congregate and/or loiter on any site, on any community street, at or around the mailboxes, at or around spec homes, at or around the parking lots of dealership and business offices, or in any other part of the community at any time. Young adults gathered at a Lessee's home must be under Lessee's constant supervision. This means that the Lessee must be visible and actively supervising these young guests the entire time they are on the space. Parents are expected to know where their children and young adults are at all times.
6. Playground Rules:
 - a. Playground is reserved for Residents only. Hours are from 9:00 AM to dusk. Adult supervision is required at all times. Use of equipment is at your own risk. Lessor/Agent is not responsible for injuries or accidents caused in these areas
 - b. No rough play or yelling is permitted. Only one person per swing at a time
 - c. Do not use equipment when wet or in inclement weather. No bare feet, glass or bottles in play area.
7. Trespassing on another home space is prohibited.
8. Individuals are not to play in the roadways, on vacant lots, or vacant slabs; and must conduct themselves in a manner to maintain a safe, clean, quiet and healthy community at all times without creating interference with other individuals.
9. No Air rifles, BB guns, bows and arrows, pellet guns, fireworks, or weapons of any type may be discharged or displayed in the community.
10. Any violation of federal, state or local laws and ordinances shall be treated as a violation of these rules and regulations. If, as a result of neglect, lack of diligence and/or abuse on the part of Lessee, his family, friends, and/or guests, management (Lessor) must complete any repair or site maintenance in order to restore Lessee to compliance, Lessee agrees that the costs for such work will be his responsibility. If such costs are not paid as invoiced, they will be debited to Lessee's account as additional rent due on the next month following the date of invoice.
11. Title 75 of the Pennsylvania Consolidated Statutes shall govern the operation of bicycles in the community.
 - a. Ride with the flow of normal traffic pattern staying on the right shoulder out of the lane of moving traffic.
 - b. Yield the right-of-way to any vehicle or pedestrian giving an audible signal before doing passing.
 - c. Wear a helmet if under the age of 12 and always have at least one hand on the handlebars at all times.
 - d. Never ride in front of or behind any moving vehicle. Never ride more than two abreast.
 - e. Ramps are not permitted for jumping bicycles.