

## EXHIBIT A

### COMMUNITY RULES AND REGULATIONS

ALL LEASES ARE MADE SUBJECT TO THE FOLLOWING RULES TO ENSURE THE HEALTH, SAFETY AND UPKEEP OF THE COMMUNITY AS A WHOLE. THESE RULES WILL BE STRICTLY ENFORCED. **RESIDENTS AGREE TO ABIDE BY AND OBEY THE FOLLOWING RULES AND REGULATIONS.**

#### A. REGISTRATION AND RENT.

1. All persons who wish to be considered for residency in the Community must complete a credit application and any other necessary papers.

2. All Residents must register, in the main office, the make, size, year, serial number and the township permit of the Resident's manufactured home, as well as the certificate of title for the home.

3. All Residents will be registered by Landlord with the Spring-Ford Area School District for tax purposes.

4. All Residents must provide Landlord, upon Landlord's request, with the following information:

(a) Names, ages, and places of employment/school for each person occupying or residing in the Resident's home;

(b) Descriptions, including license plate numbers, of all vehicles owned or operated by each person occupying or residing in the Resident's home;

(c) Telephone number of Resident's home;

(d) Certificate of Insurance for the home;

(e) Name of financial institution financing home, if any;

(f) Social Security Number; and

(g) Any other information reasonably related to the health, safety or upkeep of the Community.

5. No person may reside in the Home unless he/she is listed as an occupant on such forms as the Landlord may require.

6. If guests or visitors remain overnight in a Resident's home so frequently as to increase the number of persons normally living within the home, Landlord will increase that Resident's rent to conform to the rent paid by other Residents in the Community with the same number of members of the household. Such overnight guests or visitors shall be considered Residents, and must apply for registration. The following shall be evidence that a guest or visitor is living in a home:

- (a) The visitor/guest maintains or stores items of personal property in the home;
- (b) The visitor/guest receives mail in his/her name at the home;
- (c) The visitor/guest has a telephone number listing for the home;
- (d) The visitor/guest regularly (10 days in a calendar month) enters the home without the Resident being present;
- (e) The visitor/guest has a key to home; and
- (f) Any other fact or conduct which indicates the visitor/guest intends the Resident's manufactured home to be the visitor/guest's home.

**B. FEES/CHARGES.**

- 1. A \$10.00 fee will be charged for each certified letter written due to rule or rent violations, or any similar violation.
- 2. Landlord reserves the right to maintain any lawn that is neglected at a minimum charge of \$25.00.
- 3. In order to protect the health, safety and upkeep of the Community, a \$25.00 fee will be charged having an oil tank.
- 4. A \$10.00 fee per key will be charged for the use of locked mailboxes; a minimum of two keys is required for the use of the locked mailboxes. Mailboxes are available in the office. Landlord reserves the right to charge a \$250.00 fee to replace the lock in a mailbox.
- 5. Two parking spaces are allotted per manufactured home site. A \$25.00 parking fee per month will be charged for each car/vehicle over this 2 car/vehicle limit.
- 6. In order to protect the health, safety and upkeep of the Community, a \$20.00 fee per pet will be charged each month for any pet residing in the Resident's home.

## C. TRAFFIC AND VEHICLES.

1. All Residents, their family, agents, employees, social guests or invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. Parking of vehicles in other than designated parking areas is prohibited. Residents will be held responsible for any failure to comply with the parking regulations.
2. Parking areas may be used only for properly tagged, registered, functioning and authorized motor vehicles. Any vehicle which does not comply with these requirements will be towed away by Landlord at the vehicle owner's risk and expense. Resident agrees to remove his/her vehicles from the parking areas promptly upon the expiration or termination of residency.
3. The speed limit in the Community is ten miles per hour. All bikes and golf carts must be off the Community streets by sundown. All vehicles operated between the hours of dusk and dawn must have headlights on. Speed limit, speed bump and stop signs must be obeyed at all times.
4. No person may operate a motor vehicle (including golf carts) in the Community without a valid operator's license. No motor vehicles may be repaired or overhauled in the Community.
5. In order to conserve the Community's water supply, no cars or other motor vehicles may be washed in the Community.
6. Overnight parking of commercial vehicles in the Community is prohibited, unless the prior written consent of Landlord is obtained.
7. 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 Community: (1) mini-bikes; (2) dirt bikes; (3) dune buggies; (4) go-carts; (5) 3-wheelers; (6) 4-wheelers; (7) snow mobiles; (8) immobilized or disabled vehicles; (9) vehicles over 3/4 ton in gross vehicular weight; and (10) unregistered vehicles.
8. The following are permitted within the Community by special permission of Landlord only: (1) motorcycles; (2) mo-peds; (3) golf carts (current insurance copy must be on file in the office); and (4) Recreational Vehicles (may be brought in for loading and unloading only, for a maximum of 12 hours).
9. No Resident may park or store (or permit to be parked or stored) motor vehicles, motorcycles, golf carts, or lawn mowers on patios or lawns within the Community.
10. Each Resident is responsible for maintaining his/her yard and parking areas, including snow removal. Walkways, patios, driveways, and access to fuel and gas tanks must be cleared of snow promptly to facilitate services and deliveries to the home. Snow removed from a

site or from parked cars may not be placed on cleared streets. During the period from October 15 through March 15, all cars must be parked in driveways to facilitate snow removal.

#### **D. LAWNS AND LANDSCAPING.**

1. All lawns must be cut and trimmed at all times. Shrubs, trees, flower beds, and other similar items must be maintained at all times. Leaves must be raked and put into heavy duty plastic bags, which will be collected by Landlord.

2. Due to the need to conserve the Community's water supply, lawn watering is not permitted, nor may garden hoses be used to water shrubs, trees, flowers or other similar items unless Landlord's prior written consent is obtained.

3. In order to protect the Community's underground utility lines, Resident must obtain Landlord's written consent before doing any of the following: (1) planting anything in the ground on Resident's site or within the Community; (2) driving stakes, signs, posts, fences or any other similar item into the ground on Resident's site or within the Community; and (3) placing any underground storage tank on Resident's site or within the Community.

4. Anything planted in the ground on a manufactured home site, whether such planting is done by Landlord or the Resident, shall be the property of the Landlord. Residents moving from the Community may not remove planted items from a site unless Landlord's prior written consent is obtained.

#### **E. UTILITIES.**

1. Each Resident is responsible for keeping the site's water and sewer connections from freezing. For example, each Resident must ensure that the heat tape on the site's water line is turned on and working by October 15th of each year.

2. Each Resident is responsible for maintaining tight drain connections to sewer outlets located at the Resident's home.

3. Leaking water faucets, toilets, outside water spigots and other similar items must be repaired by Resident immediately.

4. In order to protect the Community's lines, the following may not be flushed down drains: (1) tampons, sanitary napkins, or any other sanitary product; (2) liners or disposal-type diapers; (3) birth control devices; (4) cleaning towels (cloth or paper); (5) facial tissues; (6) garbage or food scraps; and (7) metal, wood, fabric, plastic, rubber or other similar materials. Such items must be deposited in the garbage. Please report any malfunction of sewer drain and water systems to the management immediately. Repair required by violation of this rule shall be at the Resident's expense.

5. In order to protect the Community's sewer lines, only biodegradable detergents and laundry products may be used to wash clothes or laundry in the Community.

6. Only Landlord or Landlord's authorized representatives may work on the utility hook-ups below ground level and service lines which connect the home to the utility source.

#### F. IMPROVEMENTS.

1. In order to protect the health and safety of the residents, and the overall appearance and upkeep of the Community, all existing and new manufactured homes within the Community must be maintained in the best of condition at all times. For example, the following must be maintained in the best of condition: (1) all manufactured home equipment, such as awnings, hitches and tie-downs; (2) air conditioners; and (3) utility sheds, enclosures, additions and other similar items. To ensure that this standard is met, all improvement materials and the manner of their installation must be approved by Landlord prior to installation. Landlord, at its option, may require any Resident to remove an improvement made without prior approval, which removal shall be at the Resident's expense.

2. All manufactured homes and porches must be skirted within thirty (30) days after the home or porch enters or is installed in the Community.

3. All Residents must obtain Landlord's written approval before undertaking any exterior improvement to the manufactured home or site. In addition, all Residents must obtain Landlord's written approval before undertaking any interior improvement to the home which might affect the safety of the home or Community, or the health of Residents. Examples of interior improvements which would require Landlord's written approval include improvements which relate to the electrical or plumbing systems in the home. By contrast, a Resident may decorate the interior of the home without obtaining Landlord's written approval.

4. All exterior improvements, and all interior improvements for which Landlord's written approval would be required, must comply with all applicable laws and/or regulations. Approved improvements must be performed during normal working hours and be completed within the amount of time specified by Landlord. Such improvements must be made only by licensed, registered, and qualified workers with proper registration and licenses and insurance coverage. A copy of such insurance must be on file in the Community office.

5. Subject to Landlord's written approval, each Resident is permitted one shed per site, of a size not greater than 200 square feet. All sheds must be constructed with materials consistent with the home.

6. No car ports are permitted on a site.

7. Window air conditioners must be installed with supports; wood framing from the ground level is not permitted. No window air conditioner may be installed on street side windows.

8. Clothes lines must be of the rotating pole wash line variety.

#### **G. MAINTENANCE.**

1. The manufactured home site must be kept clean and neat at all times. Nothing (with the exception of lawn furniture and other similar items) may be stored on or under patios, in the rear of the manufactured home or around the outside of the home. Nothing may be stored under a home except the home's detachable hitch, tires, and axles. The original wheels, tires, axles, and hitch of the home must remain with the home.

2. Trash and garbage will be collected once a week in accordance with the requirements of the sanitation service, as listed on the attached sheet. Refuse containers must be placed on the edge of the lawn by the street no earlier than 8:00 a.m. Refuse containers must be stored at the rear end of the manufactured home and secured so they do not blow over.

3. Unless Landlord's prior written consent is obtained, no supplementary heating devices are permitted in any home, including but not limited to the following: (1) kerosene heaters; (2) wood stoves; (3) space heaters; (4) gas heaters; (5) electric heaters; and (6) camp heaters. These heating devices and their fuel constitute a grave fire hazard. Storage of any flammable substance within or about the home or in the Community is prohibited.

4. Open fires are not permitted at any time, at any location in the Community. Resident may have a fully contained, fully supervised fire of the following two types: a. charcoal or gas grill; or b. raised stainless steel or cast aluminum fire pit with intact screen. If the home has a heating system requiring firewood or pellets, Resident must store or neatly stack them next to the shed or to the rear of the home on the home site.]

5. No concrete/cinder block may be used as a step.

6. Oil furnaces must be cleaned no less than once a year. Gas furnaces must be cleaned no less than once every three years.

7. No underground or above-ground storage tanks are permitted on any manufactured home site unless with the prior written consent of Landlord.

8. No antennas or satellite receivers are permitted on a manufactured home site without the prior written consent of Landlord.

9. All homes must be numbered with 3-inch numbers, with the numbers facing the street.

#### **H. INSTALLATION/SALE/REPLACEMENT OF HOMES.**

1. All homes must be installed in accordance with all federal, state, and local requirements. In particular, all homes must be installed in accordance with United States Department of Housing and Urban Development ("HUD") guidelines for the setting and anchoring of manufactured homes, as contained in the HUD Manufactured Home Consumer Manual. It is recommended, in order to ensure the safety, good appearance and upkeep of the Community, that the management install all homes in the Community. Should the management install a home, an installation fee representing the actual cost of such installation, will be charged by the management. In the event that the management does not install a home, the management reserves the right to:

(a) supervise the installation of the home in the Community in order to ensure compliance with the above requirements; and

(b) charge the resident a fee of \$50.00 per hour for such supervision. The supervision fee shall not exceed \$250.00 (i.e. five (5) hours of supervision), and shall be subject to calculations in quarter-hour increments (i.e. one and one-quarter hours of supervision = \$62.50).

2. Consistent with applicable law, each Resident has the right to sell his/her home. However, Landlord reserves the right to approve the purchaser of the home, although this approval may not be unreasonably withheld.

3. A Resident may place one "For Sale" sign on the Resident's home and one "For Sale" sign on the manufactured home site. However, Landlord reserves the right to approve the size and location of these signs.

4. Landlord has the right of first refusal to purchase Resident's home, as explained further in the Lease between Resident and Landlord.

## **I. GENERAL.**

1. All Residents must perform all their obligations under their respective lease agreements with Landlord. Any breach of a lease agreement by a Resident shall be a violation of these Rules.

2. Each Resident's site is private property and may not be used as a thorough-fare from one site to another. However, Landlord, for itself and for those acting on behalf of Landlord, reserves the right to enter any site at any time.

3. No one may operate any type of business within the Community. No advertising or business signs are permitted within the Community.

4. No peddling or soliciting is permitted within the Community. Residents are requested to notify Landlord immediately if any peddling or soliciting occurs in the Community.

5. Residents may invite to their homes vendors, such as tradesmen, delivery persons and other suppliers of goods and services. However, these vendors may not provide goods and services within the Community [before 7:00 a.m. or after 10:00 p.m.], except in the event of an emergency.

6. In order to protect the safety, comfort and convenience of Residents of the Community, the following are not permitted within the Community unless Landlord's prior written consent is obtained: (1) loud parties; (2) loud TVs, radios, CD players or any other similar disturbing noise; (3) bows and arrows, BB guns, pellet guns, rifles, or any other similar weapon; (4) fireworks; (5) skateboards; and (6) rollerblades.

7. All Residents must comply with any subsequent rules which may be promulgated or issued by Landlord for the Community and which are provided to Residents and posted in accordance with applicable law.

8. In case of an emergency: call 911 and give the operator the community name and your address.

9. All pets must be leashed at all times when outside a Resident's home. Residents are responsible for cleaning-up after their pets. No outside animal shelters are permitted on a site. Dogs may not be tied outside unattended. Pets caught running loose in the Community will be sent to the local Humane Society. If a pet is caught running loose a second time, the pet must be permanently removed from the Community.

10. In order to protect the safety, comfort and convenience of Residents and the upkeep of the Community, working parents must provide for the supervision of their minor children. The name, phone number, and address of the person responsible for the children during the parents' absence must be on file with the rental office.

11. Curfew based on Spring City Ordinance No. 297

12. Pools of any kind are prohibited in the Community.

13. Wading/kiddie pools that do not exceed 15 square feet in area and 16 inches in height are allowed in the backyard of a lot. No other pools of any kind are allowed in the Community.

14. If any term, covenant, condition, or provision of these Rules shall to any extent be deemed invalid or unenforceable, the remainder of these Rules shall not be affected thereby, and each term, covenant, condition, and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law.

I (we) have read the above rules and fully understand my (our) obligations as a Resident of Neighbors of Eagle, LLC. Intending to be legally bound, I (we) agree to abide by and obey the above rules and all of the rules established by Landlord.

WITNESS/ATTEST:

LANDLORD:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

RESIDENT:

\_\_\_\_\_

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Resident (Seal)

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Resident (Seal)

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Resident (Seal)

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Resident (Seal)