

POCONO PLATEAU PARK

a manufactured home community

RULES AND REGULATIONS

INTRODUCTION AND OBJECTIVES

These Rules and Regulations are adopted by the Owners and Managers of Pocono Plateau Park and must be accepted by all who enter the Community. These rules apply to Residents, children, and guests of Residents. It is the desire of Community Management to set aside this Community for people who wish quiet country living at its finest.

The Community and manufactured home living are designed for people who do not need or wish to invest in the large expense of conventionally built homes, and yet desire home ownership and open space which is not available in apartments and in-town living.

Each and every Rule is designed to work toward the goal of "the greatest good for the greatest number of homeowners." If you, as an existing or future Resident, believe these Rules and Regulations are unacceptable, please do not lease space in the Community.

POCONO PLATEAU COMMUNITY RULES AND REGULATIONS

ALL LEASES ARE MADE SUBJECT TO THE FOLLOWING RULES TO ENSURE THE HEALTH, SAFETY AND WELFARE 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, and serial number of the Resident's mobile home, as well as the certificate of title for the home.
3. All Residents must pay all real estate taxes assessed and levied against the home and upon request must furnish proof of payment to Management.
4. All Residents must provide Landlord, upon Landlord's request, 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 the financial institution financing the home, if any; and
 - f. Any other information reasonably related to the health, safety or welfare of the community.
5. The maximum number of permanent occupants in the Community will be determined in accordance with the BOCA Code. The BOCA Code currently provides that each room occupied by one person for sleeping purposes must contain at least 70 square feet of floor area. A room occupied by more than one person for sleeping purposes must contain at least 50 square feet of floor area for each occupant. Thus, for example, no more than two (2) people may occupy a bedroom unless the bedroom contains at least 100 square feet.
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, the 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. No one can become a resident without the written permission of the management. 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 telephone number listing for the home;
 - d. The visitor/guest regularly (for example, 14 days in a month) enters the home with the resident being present;
 - e. The visitor/guest has a key to the home;
 - f. Any other fact or conduct, which indicates the visitor/guest, intends the resident's mobile home to be visitor's /guest home.
7. Guest staying longer than 30 days will be considered a new resident and must register with the park office immediately. Residents in excess of two (2) persons in a home who are 18 years old or older will be subject to a monthly impact fee at the current rate.
8. All residents in excess of two(2) per house, whom are 18 years old or older, will be subject to an additional \$75.00 impact fee per month for each person in excess of two.
9. Rent payments are due by the first day of each month. A late charge (\$30.00) is added to each rent payment not paid in full by the first of the month. An additional late charge of \$15.00 will be added to each rent payment which is not paid in full by the fifteenth (15th) of the month in which it was due. Your check or money order should be payable to :

MB BOYLE'S ENTERPRISES, LLC
Mail to: Rochelle Boyle
1432 S West End Blvd
Quakertown PA 18951

B. FEES/CHARGES

1. A fee (\$2.50) will be charged for each certified letter written due to rule or rent violations, or similar violation.
2. Each Resident is responsible for their yard care including on site snow removal. Lawns will be cut and trimmed at all times. If grass is not cut, management will have lawn mowed and the resident will be billed. There will be no mowing of lawns prior to 8:00 am.
3. Two parking spaces are allotted per mobile home site. A \$10.00 per month parking fee will be charged for each car/vehicle over this two car/vehicle limit.
4. In order to protect the health and safety of the Community, and in consideration of your neighbors, no dogs or other pets are allowed to roam freely.
5. Vacating your home site requires 1 month notice in writing to MB BOYLE'S ENTERPRISES, LLC or your Security Deposit will be subject to forfeiture.

pay \$4.00 per month for the expense of meter reading, billing, and administrative work. Resident agrees to pay a one-time activation fee of \$7.00.

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 area is prohibited. No parking on the grass is permitted. Residents will be held responsible for any failure to comply with the parking regulations.
2. Parking areas are for the use only by properly tagged, registered, functioning and authorized motor vehicles. Any vehicle, which does not comply, will be towed away by the Landlord at the vehicle owner's risk and expense. Resident agrees to remove his/her vehicles from the parking areas promptly upon expiration or termination of residency.
3. Disabled cars must be repaired or hauled away within seven (7) days.
4. The **speed limit** in the Community is **ten (10) 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.
5. No person may operate a motor vehicle in the Community without a valid operator's license (including golf carts). No motor vehicles may be repaired or overhauled in the Community.
6. Overnight parking of commercial vehicles in the Community is prohibited, unless approved in writing by the Landlord.
7. With the exception of equipment operated for the maintenance and/or improvement of the Community, the following are not permitted to be driven or operated in the Community: (1) mini-bikes, (2) dirt bikes, (3) dune buggies, (4) go-carts, (5) 3-wheelers, (6) 4-wheelers, (7) snowmobiles (unless enroute to or from the trail), (8) uninspected or disabled vehicles, (9) vehicles over 3/4 ton gross vehicular weight.
8. The following are permitted by special permission only: (1) motorcycles, (2) mopeds, (3) golf-carts.
9. No Resident may park or store (or permit to be parked or stored) motor vehicles, motor cycles, golf-carts, etc.,) on patios or lawns within the Community.
(See D-2&3 and H-2)
10. Each Resident is responsible for his/her yard and parking areas, including on-site snow removal. Walkways, patios, driveways, access to fuel/gas tanks, water meters, etc. must be cleared of snow promptly to facilitate services and deliveries to your home. Snow removed from a site or from parked cars shall not be placed on cleared streets. During the period from October 15 through March 30, all cars must be parked in driveways to facilitate snow removal.

D. STORAGE

1. Outdoor sheds shall be on your site within 3 months of occupancy and are to be professional looking, color coordinated buildings sized to fit your needs. Sheds are required, in order to keep your site free from clutter. Refer to G-3 in regard to removal and permits.
2. The following must be stored in the designated dead storage area and not on the mobile home site: (1) boats, (2) trailers, (3) boat trailers, (4) travel trailers, (5) tent campers, (6) motor homes and RV equipment, and (7) pick-up camper bodies. A separate storage fee (\$8.00 per month) will be charged for this storage. Parking in dead storage is done at the owner's risk, and the Landlord has no responsibility for the protection of any stored item. This shall be applicable when a dead storage area is available.
3. Permission by Landlord to Resident to use the dead storage space shall be revocable by Landlord at any time. Under no circumstances may a Resident keep paints or inflammable/hazardous materials in the dead storage areas.

E. LAWNS AND LANDSCAPING

1. All lawns must be cut and trimmed at all times. Shrubs, and flowerbeds must be maintained at all times. Each Resident is responsible for his/her yard care including on site snow removal. If the grass is not cut, management will have the lawn mowed and the Resident will be billed. No cutting of lawns prior to 8:00 AM.
2. Due to the need to conserve the community water supply, lawn watering and car washing are not permitted. A hand-held water hose or a sprinkling can may be used to water shrubbery, trees, flowers and other living plants, except in the case of a water emergency in which case no watering with well water will be permitted.
3. In order to protect the Community's underground utility lines, Resident must obtain Landlord's written approval in advance before doing any of the following: (1) planting anything in the ground on Resident's site or within the Community; (2) driving stakes on Resident's site or in the Community; or (3) placing an underground storage tank on Resident's site.
4. Anything planted in the ground on a mobile home site, whether such planting is done by Landlord or Resident, shall become the property of the Landlord. Residents moving from the Community may not remove planted items from a site without the written permission of the Landlord.
5. There shall be no erection of any type of fence without prior written approval by the management. Absolutely no fenced lots are permitted.

F. UTILITIES

1. Each Resident is responsible for keeping the site's water and sewer connections from freezing from the ground level up. Each Resident is responsible for keeping the water and sewer connections from freezing from the ground level up to the home.

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 faucets, and other similar items must be repaired by Resident immediately.
4. In order to protect the Community's sewage treatment plants and sewer lines, the following may not be flushed down drains: (1) tampons, sanitary napkins or any sanitary product, (2) liners or disposable diapers, (3) birth control devices, (4) cleaning towels (cloth or paper), (5) facial tissues, (6) garbage or food scraps, grease, or animal fat, and (7) metal, wood, fabric, plastic, rubber, or other similar materials. Such items should 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. Ours is a country septic system and is not designed to handle the depositing of food in the kitchen drains or any foreign objects in the toilet bowls. Please make sure dripping faucets and running toilets are promptly repaired. Please use only water saving toilets, shower heads, etc., as excessive water usage can create problems with the septic systems. Only a biodegradable laundry detergent shall be used.
6. Resident is responsible for keeping the sewer line open from the home to the sewer tank. Resident will be billed if Landlord must open the line.

G. EXTERIOR IMPROVEMENTS

1. In order to protect the health, safety and overall appearance of the Community, all existing and new mobile homes must be maintained in the best condition at all times. In addition, the following must also be maintained in the best condition: (1) all mobile 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 their installation must be approved by the Landlord prior to installation. Landlord, at its option, may require any Resident to remove an improvement made without prior approval. Such removal shall be at the Resident's expense.
2. All mobile homes and porches must be skirted within 30 days after the home or porch enters the Community. The only approved skirting is the deluxe vinyl. The skirting materials used should pass the approval of the Park Owners. Homes that are currently skirted with other material will be tolerated; however, if such skirting should need replacing, it must be done with deluxe vinyl only.
3. All Residents will be responsible for building their own deck, sized from 80 square feet to 192 square feet as either a front or back porch. Resident shall build this deck with pressure treated wood. These improvements are to be completed within three (3) months of your first day of occupancy.

- A. Decks and Sheds can be dismantled upon leaving the Park and are to be considered the Personal Property of the the Resident unless the same is abandoned, in which case they shall become the property of Pocono Plateau Park.
- B. Any Building Permits for these improvements are the responsibility of the Resident.
4. All Residents must obtain Landlord's written approval before undertaking any major exterior improvement to the mobile home site. All improvements to the site 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.
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 of wooden material stained or painted in subdued colors to co-ordinate with the Resident's home.
6. Subject to Landlord's approval, one awning is permitted on a site so long as: (1) it is of a size not greater than 140 square feet and (2) it is totally constructed of aluminum.
7. Window air conditioners must be installed with chain supports; wood framing from the ground level is not permitted. No window air conditioner may be installed in street side windows.
8. Basketball nets, either temporary or permanent, shall not be erected in driveways or on lots.

H. UPKEEP

1. All interior improvements of a home must comply with all applicable building codes and other provisions of the law. Such improvements must be made only by qualified workers with proper insurance coverage. A copy of the workman's insurance must be on file in the Community office.
2. The mobile home site must be kept clean and neat at all times and in good repair. Nothing (except lawn furniture and other similar items) may be stored on or under patios, in the rear of the mobile 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 must remain with the home.
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; (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. No open fires are permitted within the Community at any time.
5. No concrete/cinder block may be used as a step.
6. Heating units should be maintained as recommended by manufacturer for safe and efficient operation.

7. All oil tanks must be horizontal tanks, leveled, and placed on cement lintels. They must be secure in their placement so they pose no threat to the environment. They shall be painted with no rust protruding. Tanks will be inspected annually by Landlord.
8. All homes must be numbered with 3-inch numbers, with the numbers facing the street.
9. All sites are to be kept neat, mowed, and uncluttered. Homes must be kept in good repair. The Landlord/Park Management reserves the right to see that the obvious and necessary repairs are made. If the repairs are not made, Management reserves the right to have the repairs made and charged to the Resident.

I. SALE/REPLACEMENT OF HOMES

1. Each Resident has the right to sell his/her home. However, Landlord reserves the right to approve the purchaser of the home, which approval shall not be unreasonably withheld. If home is sold to a buyer who is not approved by management, the sale will be valid but the new purchaser will not be considered a resident and the mobile home must be immediately removed from the park.
2. Each Resident must replace his/her home after the home has been in the Community for thirty (30) years. Landlord reserves the right to approve the replacement home.
3. Each Resident may place one "For Sale" sign on the Resident's home and one "For Sale" sign on the mobile home site. The Landlord reserves the right to approve the size and location of these signs.
4. All Homes entering the park must be vinyl sided with a shingled roof, have oil, electric or propane heat, be at least 14 feet wide and no older than 5 years upon entrance unless it has been previously inspected and approved by the park owner.
5. No Home is to be occupied, sublet, or rented for any reason to any person other than those on the original application to the park.
6. Residents desiring to sell their home to remain in Pocono Plateau must comply with the following procedures:
 - a. Notify Park Management 30 days prior to sale of home being final.
 - b. Home must be inspected and in compliance with park standards. The inspection sheet must be on file with Management. The inspection checklist is attached and is part of these regulations.
 - c. If the home does not meet all Community standards and requirements, sale of home to remain in the Community will not be approved. Resident will be given thirty days to do all necessary repairs.
 - d. If sale is approved, buyer must make an appointment with Park Management to complete the necessary "Application for Home Site and Residency" for final approval.
 - e. Any repairs necessitated by the aforesaid inspection checklist will be done at the owner's sole expense.
7. No auctions are permitted in Pocono Plateau.
8. No yard sales are permitted in Pocono Plateau.

J. PETS

1. One pet of domestic type (i.e. cat, dog) will be permitted. No livestock or poultry of any kind, or any other animals not considered a household pet or domesticated animal should be raised, bred, or kept on any lot. Dogs and cats are not to be kept, bred, or maintained for any commercial purpose.
2. Dog houses, runs, or kennel pens are permitted only with approval of Landlord. They must be at the rear of the lot.
3. All pets must be registered with Park Management.
4. Residents will scoop and dispose of excrement when walking dogs in Pocono Plateau.
5. When outdoors, pets must be secured on a leash. Pets will be not be tied outside for prolonged periods of time. If dogs are barking, they must be taken inside immediately so as not to disturb your neighbors. Please use common sense and courtesy towards your neighbors.

6. *Residents who lease their home are not permitted to have a dog.*

K. GENERAL

1. Trash and garbage will be collected once a week in accordance with the requirements of the sanitation services. Refuse containers must be stored at the rear end of the mobile home and secured so they do not blow over. Trash is never to be within sight of your Neighbor's yard or stored in the back yard. Trash should be placed at the end of your driveway early every Tuesday morning.
2. Each Resident's site is private property and may not be used as a thorough-fare from one site to another. Landlord/Park Management and those acting on behalf of Management reserves the right to enter any site at any time.
3. In accordance with the Tunkhannock Twp. Ordinance, private or commercial business are prohibited within the Residential Park borders. No one may operate any type of business within the Community. No unauthorized advertising and signs are permitted.
4. No peddling or soliciting is permitted in the Community. Resident are requested to notify Landlord immediately if any peddling or soliciting occurs in the Community.
5. Residents may invite to their home vendors, such as tradesmen, delivery persons, and other suppliers of goods and services. These vendors may not provide goods and/or services within the Community before 7:00 AM or after 10:00 PM, except in the event of an emergency.
6. Toddler swimming pools shall be allowed providing that there is no drought situation at the time and the overall diameter of the pool does not exceed (5) feet.
7. In order to protect the safety, comfort, and convenience of the Community, the following are not permitted within the Community without the prior written consent of the Landlord: (1) loud parties; (2) loud TV's, radios, CD players or

7. In order to protect the safety , comfort , and convenience of the community, the following are not permitted within the community without prior written consent from the landlord:

1. LOUD PARTIES
2. LOUD TV AND OR RADIOS, CD PLAYERS
3. BOWS AND ARROWS
4. PELLET GUNS
5. RIFLES OR ANY OTHER SIMILAR WEAPONS
6. FIREWORKS
7. SKATEBOARDS
8. ROLLERBLADES AND SCOOTERS

8. Out of respect for families and neighbors. Residents will refrain from using profanity in public areas and observe the quiet hours after 11:00PM
9. In order to protect the Community's sewage treatment plant, only biodegradable detergents and laundry products may be used to wash clothes or laundry. Cloth lines must be located at rear of home.
10. All Residents must comply with any subsequent rules which may be promulgated or issued by Landlord/Park Management for the Community.
11. Working parents must provide for the supervision of minor children
12. If Resident's home is substantially damaged by fire or other causes beyond economic repair, the homeowner will immediately remove it or allow management to do so at owner's expense.
13. Management is not responsible for damage, injury, or loss by accident, theft, fire or any other act of God either to property, owner or guests.
14. All persons who enter or live in the Community do so at their own risk and Residents are urged to obtain the necessary insurance against contingencies.
15. Resident's complaints or injuries must be in writing to management, unless they are of an emergency nature, but then it should be followed up by a written copy.
16. Management reserves the right to make revisions to these Regulations when deemed necessary. Residents will be notified and consulted 30 days prior to rule changes.

I (we) have read the Rules and Regulations and fully understand my (our) obligations as a Resident in the Pocono Plateau Community. I (we) agree to abide by and obey the above rules.

Resident Signature

Date

Resident Signature

Date

There are two (2) sets of Rules and Regulations. Please sign and return one copy. If you do not return one signed copy, this will constitute notice of termination from the Community effective July 31, 2012.