

# FAIRVIEW MHP RULES AND REGULATIONS

EFFECTIVE AS OF 11/01/2022

27 UPPER LOOP RD LEESPORT, PA 19533

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## General Rules and Regulations:

1. Payment of the monthly lot rent and any other fees is due by the 1<sup>st</sup> of the month. Payment may be in the form of E-pay, cashier's check, money order or personal check. No cash payments will be accepted. No exceptions. Rent is to be signed by the approved resident on the lease. Payment will be returned if the signee is not on the lease. A fee of \$45.00 will be charged to the resident for each check that is returned for insufficient funds. No personal checks will be accepted from residents who had a returned personal/business check once.

The payment is considered late if received after the 5<sup>th</sup> day of the current month after 5:00PM. A late charge of \$50.00 will be added to the balance due. The balance will not be considered "paid in full" until all fees due have been paid in full. All charges listed on the invoice must be paid at the same time along with the rent. Partial payments are not accepted. All partial payments will be returned. After the 5<sup>th</sup>, payment will be returned if a late fee is not added to the balance due and paid.

2. If at any time you plan on selling your home you must submit in writing a 30 day notice to management. All potential buyers must fill out an application and be approved before the home can be sold. A copy of the transferred title or bill of sale must be provided to management within fourteen (14) days of selling the home. Before placing "For Sale" signs at your home, they must be approved by management.
3. All new residents must pay a security deposit before signing the lease and moving into the home. Security deposit will only be reimbursed if the resident gives 60 day notice before moving out, provides a forwarding address, and does not have any outstanding balance for base rent, additional rent, or fees, fines and penalties. If there is no written notice given then the resident forfeits the security deposit.

When bringing in a new pet to the community, residents must pay a \$250.00 security deposit per pet. Maximum one (1) pet per home applies to all new residents. Security deposit will be reimbursed only if resident gives 60 day notice before moving out,

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provides a forwarding address, and there is no damage to the premises by the pet, and all pet waste has been removed. If there is no 60 day written notice or forwarding address given then the resident forfeits the security deposit and any pet fees paid.

4. All residents must be registered with management prior to moving into the community. Anyone desiring to be considered for residency within Fairview Mobile Home Park will be required to fill out an application and obtain approval. This also applies to any guest that wishes to reside within Fairview Mobile Home Park three (3) days or longer. This may also apply to any existing residents that never filled out an application or have been screened before if desiring to move onto a different lot. All residents shall be required to provide certain personal information when requested including but not limited to the following: names of all the residents, birthdates, drivers license, social security card, most recent pay stubs, phone number and vehicle information.
5. No portion of the premises may be sublet, rented or leased by residents unless approval has been obtained from management in writing.
6. Residents are required to provide proof of homeowners insurance. A minimum of \$15,000.00 worth of coverage is required. Documents must include residents' name, address, policy dates and items covered. Proof of insurance must be provided to management on an annual basis and will be reviewed and approved.
7. The resident understands that Fairview MHP and Fairview MHP management is not responsible for any damages to the property or home of a resident as a result of an act of nature. Residents are responsible to obtain their own homeowners insurance policy as well as an auto insurance policy to protect their home, shed, vehicles and any personal belongings.
8. Residents are required to provide management with a copy of a title to the mobile home or a bill of sale with a VIN number included as proof of ownership within 30 days of moving in.
9. Residents should have their home and shed pressure washed and/or touched up with paint as needed. Roofs should be clear of debris (moss, weeds and branches).
10. All structures and/or additions to either the mobile home or the space must be pre-approved by management in writing. No work can be done until the resident receives an approval in writing from management. Management reserves the right to demand the

repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly condition. If a building permit is required, it shall be the resident's responsibility to obtain and satisfy the permit. Management must be provided with a copy of the permit before work can begin.

11. Open view storage of personal items on the home site is prohibited, other than outdoor furniture or accessories that are in use most of the time.
12. All painting of homes, porches or sheds must be pre approved by management to make sure colors are acceptable. Bright colors are not acceptable colors to use. If color is not approved by management, residents shall be required to repair anything painted on the home site.
13. Improvements are encouraged; however, any construction of or additions to a home, and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, and the like, will not be permitted unless the resident obtains prior written approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded services shall be at the sole expense of the homeowner. Approval is necessary to protect the underground utilities, continuity of community appearance, and the safety of community residents. In addition to all other remedies available to it, community management may require homeowners to remove any unapproved construction or addition at the expense of the homeowner. Please consult management before you do any digging, as certain utility and services connections are underground. You are required to call PA One Call at 8-1-1 at least three business days prior and lines are clearly marked before commencing any earthwork. Cost of repairs for damaged underground services will be assessed to the homeowner who damages any underground service.
14. Only one storage shed per lot is allowed.
15. Storage units must be approved by management in writing before being installed. No storage units can be placed in the community without written approval from management. All storage units being placed in the community must be brand new and cannot be metal. All storage units must be wood siding (no plywood), plastic, or vinyl siding. No used storage units may be moved in or moved from a different lot. Storage units shall remain the property of resident. Management is not responsible for any losses or damage to resident's storage unit or stored items. Resident needs to obtain a building

permit prior to moving in a storage shed.

16. Large patios and porches require skirting or latticing. All homes require vinyl skirting (all one color and one kind of material). No wood skirting or metal skirting is allowed. All homes require vinyl siding. Patios and porches are not acceptable storage locations.
17. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts and other materials in or around your spaces.
18. Wood is only allowed to be stored in a resident's yard if resident has a wood fireplace in the home. Wood must be stacked neatly on the resident's lot.
19. All residents need to have a small mailbox on the outside of their home.
20. Only signage that will be allowed will be "beware of dogs" signs as well as "under surveillance" signs. Homes with "under surveillance" signs must have actual camera surveillance at the home. No other signs of any kind are permitted.
21. All homes must display their numbered address on the front of their home.
22. Steps are required to be placed at both the front and back door of your home due to safety regulations. Cinder blocks may not be used for steps, not even as a temporary arrangement. Steps must be approved by management in writing prior to being erected. Residents are required to obtain a building permit prior to installing steps. All doors leading in and out of the mobile home must have a Four (4) foot by four (4) foot (4'x4') wood landing with railings per Centre Township.
23. All homes must have curtains and/or mini blinds installed in the windows. Plastic, blankets, beams, wood and insulation should not be seen through the windows.
24. Homes located within the Fairview MHP community can be heated through propane, electric, wood fireplace or solar heating. Oil tanks and oil heating sources will not be permitted. All existing oil tanks must be kept painted, rust free, level, above ground and located away from underground utilities. Management reserves the right to inspect oil tanks and oil heating systems at any time. If a tank or other component is found to be leaking or about to leak, or if an oil tank or oil system is determined to constitute an environmental or safety hazard, conversion of the system to an approved heating source

will have to take place. Oil tanks and oil heating systems may not be repaired or replaced with another oil tank heating system. Anyone continuing to maintain an oil tank is required to have insurance covering your oil tank. Insurance can be obtained from any Agent of resident's choosing. Management has information regarding "Proguard" which presently provides coverage at approximately \$10.00 a month for \$50,000.00 of coverage. No resident is required to utilize Proguard or any other specific insurance to maintain their required coverage covering oil spills. Residents are not to be filling their own oil tank for risk of contamination of the ground or spills. If any home is sold, the home will be converted to an approved heating source as a condition of any approved resale. All expenses associated with investigating and/or correcting a leaking oil tank or damage to the community is the responsibility of the resident, and all expenses incurred by management in addressing a spill or leak must be reimbursed to management by resident. Any oil tank leak/remediation must be coordinated with management. Management reserves the right to take any emergency action necessary to mitigate a spill in the event resident or their insurer does not immediately and reasonably address a leak or spill. Please note that only one oil tank is allowed per lot. When converting over to a propane heating source, the propane tanks must be located on the rear of the home and as close to the home as possible. Management has the right to request propane tanks to be moved if they are not at an acceptable location.

25. Pools are allowed temporarily for the summer season. Once weather does not permit swimming in a pool any longer then the pool must be taken down and removed for the winter season. Unless approved, no permanent structures are allowed without permits and approval from the township inspector and management. No pools larger than 10x30 are allowed. Management must be informed before putting a pool up within the community. A monthly pool surcharge will be added to your account for the months that the pool is up.
26. Trampolines (with the exception of 36" exercise trampolines) are not allowed in the community.
27. Residents are responsible to collect and dispose of their own leaves. Residents are not allowed to dispose of or blow leaves on any common areas or vacant lots. Residents are not allowed to blow leaves onto the side of the roads unless they are cleaned up immediately.

28. Trash cans must be taken in by the end of the day of trash pickup. No trash cans should stay at the side of the road after it has been picked up.
29. Homes must be kept in a neat and orderly manner so as to be an asset to the community. Patios, lawns, walkways and parking spaces should be cleared off of all trash, snow and ice by the homeowners. Snow removed from a lot or from parked cars may not be placed onto streets. Tires, lawn mowers, gas cans and other such personal property should be stored in a shed or out of sight. Lawn tractors should be kept towards the rear of your home closest to the side of your home.
30. No fences are allowed in the community of any kind. Management reserves the right to demand any fences to be taken down within the community due to potential issues with emergency personnel.
31. No fire pits of any kind are allowed.
32. All spotlights installed on a home within the community must only be pointing in the resident's lot.
33. Inoperative and/or uninspected vehicles, boats, trailers, campers and large wagons are not permitted on the streets or in or around resident's spaces.
34. The dismantling of any motor vehicle in the park is prohibited.
35. No more than two vehicles are permitted per home. If there will be more than two vehicles permanently at your home site, there will be a \$50.00 per month per vehicle charge. Any unauthorized and/or unregistered vehicle will be towed off the property at the vehicle owner's expense. Community roads are considered public roads. Residents do not have assigned parking spaces. Residents are not allowed to put any sort of obstruction in a space in order to reserve it. No signs for parking are allowed. All vehicles must have up to date inspection.
36. Only operative vehicles licensed for the highway are permitted within the park. Off-road vehicles shall not be driven or kept within the community.
37. All vehicles must be parked on the road. No vehicles should be parked in resident's lots.

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39. Residents are not allowed to drive through the lots or common areas of the community.
40. Residents are responsible for the activities of the occupants of their home, authorized guests and applicants while they are in the park. An adult must supervise young children at all times. People are not permitted to play in neighbor's yards without permission.
41. Please avoid trespassing on another resident's lot. Passage from lot to lot must be made by use of community streets at all times.
42. Children less than 18 years of age are not permitted to be out and unsupervised in the community after 9:00PM.
43. Disturbing/loud noise is not permitted in the community at any time.
44. The use of weapons on these premises by residents or guests is prohibited, including, but not limited to, firearms, air rifles, slingshots, paintball guns, or any other type of weapon unless under emergency situations.
45. Items are not to be left in the common areas when not in use.
46. Fireworks are not allowed in the community.
47. Every resident is responsible for checking the "notices" board daily for any new notices and updates.
48. Residents should report all complaints in writing complete with signature or email to management.
49. Management reserves the right to immediately access each space whether or not resident occupied, to conduct inspections, read water meters , hand out invoices and notices, or to maintain utilities. This includes going under residents' homes if necessary.
50. Management is responsible for providing water, sewer and electric up to the point of connection of the mobile home. In addition, residents are required to heat tape and

insulate all exposed water lines, meter pits and meters. Should there be a break due to the heat tape not functioning, then the resident is responsible for the cost of the replacement. If the issue is not addressed by the resident, management will hire a third party to fix the issue and bill the resident.

51. Although management is responsible for maintaining the common areas, the resident is responsible for the landscaping maintenance of their respective space. Grass areas shall be kept trimmed and edged. This includes the areas behind, beside and in front of the home and shed. Residents who do not maintain their spaces will incur a maintenance fee of \$50.00+ per month until lot maintenance is completed.
52. Every resident and any guests are expected to follow the traffic flow, community's speed limit (10 MHP) and traffic signs. The top of Lower Loop Road is an ENTRANCE only. No residents or resident's guests should exit through the top portion of this road. Lower Loop Road is a one-way road and should only be accessed at the top of the community. No one should be going straight onto Lower Loop Road at the bottom of the community.
53. Residents shall not tamper with any park property, including but not limited to water meters, water crocks, community board and septic tanks. Any resident who is caught tampering with any park property, or reported by another resident as having tampered with any park property, will be reported to the local police department and prosecuted. If you would need access to your water crock, please contact management unless it is an emergency.
54. Each Resident is responsible for keeping the leased premises' water and sewer connections from freezing. For example, each Resident must ensure that the heat tape on the lot's water line is turned on and working by October 15th of each year.
55. Leaking water faucets, toilets, outside water spigots and other similar items must be repaired by the Resident immediately. If you see a water leak within the community, please inform Management immediately.
56. In order to protect the Mobile Home Park's sewer lines, the following may not be flushed down the drains: (1) tampons, sanitary napkins, or any other sanitary product; (2) liners or disposal-type diapers; (3) birth control devices; (4) cleaning towels; (5) facial tissues; (6) garbage or food scraps; (7) metal, wood, fabric, plastic, rubber or other similar

materials; (8) cat litter; (9) wipes of any sort [10] fuel of any sort. 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.

#### 57. Pets

A. Each pet must be registered with management as prescribed by the pet application/authorization along with necessary documentation; size, weight, height, color, description, proof of last shots/immunizations as required. (I.E. Rabies).

B. Each new pet requires a \$250.00 security deposit.

C. If bringing a new pet into the community, you must schedule an in person appointment with management for approval before you bring the animal.

D. Pets must have and wear a current license and rabies tag.

E. Two (2) pet maximum per household permitted for current residents. One (1) pet maximum per household for new residents or new animals.

F. For any service dog, residents must provide management with a copy of rabies shot, license number and service dog paperwork.

G. No visiting (visitors') pets allowed.

H. Each resident 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.

I. Residents must clean up any droppings in their lot immediately in order to avoid smell and disturbance to neighbors.

J. Pets are not permitted to run free in the community. They must be attached to a handheld 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. Any pet left running loose within the community will result in removal of the pet from the community by the humane society and will no longer be permitted to keep a pet.

K. Pets are not to be tied or caged outside.

L. Excessive barking inside or outside of your home that will cause a disturbance or nuisance within the community will not be tolerated and you will be required to rehome your pet to a location other than the Fairview Mobile Home Park.

M. No breeds or types of dogs or animals are permitted which display 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.

N. Pit bulls, Rottweiler’s, Chows, Dobermans, Sharpeis, Dalmatians, Staffordshire Terriers, Huskies, Akitas, Presa Canarios, Alaskan Malamutes, German Shepherds and Wolf Hybrids are not permitted.

O. Placing food outside for pets or stray animals is not permitted.

P. Exotic animals, farm-type animals and wild animals (animals that belong in the wild) are not permitted.

Q. Outside pet houses and cages of any kind are NOT permitted.

R. No dogs shall be left unattended for more than twelve hours. We have zero tolerance for animal negligence and cruelty.

58. Residents should not contact Fairview Mobile Home Park owners unless there’s an emergency and management can-not be reached. The community number is not a cell phone number and does not accept text messages.

59. The entire community is under the direct supervision of Fairview Mobile Home Park management. Residents are expected to cooperate and abide by the management's decisions. Residents are not permitted to interfere with or reprimand employees of the community. Residents are not to stop management when they are seen walking or driving around. Office is by appointment only. Residents can drop off rent or any paperwork in the drop box located at 27 Upper Loop Road on the side of the office at any time. Residents can also email management at any time.

60. During winter months no vehicles should be parked on the hill of Lower Loop Rd in order to give access for the road to be properly plowed. Anyone parked on Lower Loop Rd blocking access for the plow truck, their vehicle will be towed at the vehicle owner's expense.
61. No one may operate any type of business within Fairview Mobile Home Park. No advertising or business signs are permitted within the community.
62. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.

\*\*\*Please note, two violations of any of the above rules and regulations within a six (6) month period will result in a \$50.00+ monthly charge added to your account as well as termination of the lease agreement and an eviction!\*\*\*

Management reserves the right to amend these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace and quiet, and convenience of all residents. The residents and residents guests will observe and comply with all such rules as the management may prescribe on written notice to residents. All amendments to the rules and regulations shall be posted on the community bulletin board and shall be deemed incorporated herein upon such posting. Residents are responsible for reviewing the posted rules and regulations on the community bulletin board on a regular basis. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law or any reason whatsoever, the remaining provisions shall not be affected and shall be in force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace and quiet convenience of each resident in the park.

If you have questions about any of the above rules or need manager's approval, please call or email management at [info@fairviewmhp.com](mailto:info@fairviewmhp.com) .

By signing below I agree to the Rules and Regulations listed in this document ;

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Signature

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Date

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Signature

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Date

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Signature

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Date

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Management Signature

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Date