

# Evergreen Village

## Rules

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## Regulations

# RULES AND REGULATIONS

## Table of Contents

- I. Goals
- II. Rates and Due Dates
- III. Taxes
- IV. Occupants
- V. Vehicles
- VI. Liabilities
- VII. Pets
- VIII. Mobile Home Lot
- IX. Utilities and Services
- X. Anchors
- XI. General Conduct
- XII. Abandonment
- XIII. Changes in Regulations
- XIV. Legal Proceedings
- XV. Severability
- XVI. Sale of Home
- XVII. Building Regulations

## I. Goals

The goal of our Community is to enhance the quality of life by providing an attractive, safe, healthy and enjoyable environment within an affordable budget.

The achievement of this goal requires the combined efforts of the Community, Management and the Residents.

The following Rules and Regulations are designed to provide an orderly environment. Please review these Rules and Regulations prior to entering our Community. Every Resident of the Community is requested to help keep the Community clean and neat to create an enjoyable atmosphere.

## II. Rates and Due Dates

1. Rents are payable in advance in accordance with the space rates in effect. Rents will be adjusted to come due on the first of each month. The space rent includes use of water, sewer, central garbage container and recreational facilities.

2. Lease payments not received by the tenth day of each month will be charged a late fee as defined in current "Disclosure of Fees and Rents." Late fees shall accumulate monthly.

3. Any resident who issues a check which is returned to the Management for insufficient funds, for stop payment order or for non payment on account of any other banking irregularities, will be assessed a charge as defined in current "Disclosure of Fees and Rents" which shall be deemed additional rent, which shall be due, payable and collectable as such.

4. Prepaid rents may be refused at the option of the Management.

## III. Taxes

1. Real Estate Taxes on the manufactured home are the responsibility of the home owner. Taxes unpaid and delinquent more than thirty (30) days beyond last day due shall be considered a violation of these Rules and Regulations.

2. In the event that the taxes are not paid, the Management will have the right to collect them as additional rent due.

## IV. Occupants

1. The number of occupants in a mobile home will be restricted by the square footage of the living area of the home. Each occupant must have a minimum of three hundred square feet of living area.

2. Your guests are welcome to enjoy the facilities in the Community. Guests that visit longer than thirty (30) days shall be considered an occupant and would therefore come under the restrictions as described above. Residents are responsible for their guests. Any damage or violation of rules committed by a guest shall be treated as though the Resident did such violation.

3. Subleasing: A Resident shall not sublet or sublease his home, lot or a portion or part thereof. All homes in the Community shall be occupied by the legal owner of the home, in whose name the home is titled. It is the specific intention of these Rules and Regulations that the legal owner and/or registered title owner of any home in the Community must reside in the home.

4. A minimum of one home owner and resident who purchased a new or used home in Evergreen Village must be fifty five (55) years of age or older. Guests who stay more than thirty (30) days must be over the age of twenty-one (21).

#### V. Vehicles

1. The speed limit in the Community of fifteen (15) miles per hour must be observed at all times. Extra care must be observed by drivers, especially near play areas. It is necessary that everyone cooperate to prevent speeding in the Community.

2. No parking, repairing, painting or overhauling of vehicles, boats, etc. is permitted around the manufactured home space or in the roadways. Consult with Management on any of these activities. No vehicles are permitted on any of the lawn areas of the Community. No commercial vehicles or vehicles with signs to be parked in the Community overnight.

3. Two parking spaces are provided at each lot. Extra cars, trailers, trucks, etc. shall be parked in spaces assigned by the Management if such space is available. Such vehicles must register by filling out "The Storage Vehicle Registration" Form #50. If space is not available, Residents must find storage outside of the Community.

4. Bikes may not be stored on porches or lawns of the home owners. Bicycles operated within the Community must obey the same traffic regulations as motor vehicles.

5. No unlicensed motor-driven vehicle may be operated in the Community or adjacent properties. Motorbikes, mopeds and motorcycles may operate only in accordance with state licensing agencies and only by licensed operators. All vehicles are to confine themselves to the hard surface of the roadway and operate in accordance with the state motor vehicle laws, rules and regulations. No person will be allowed to operate a motor vehicle within the Community without a valid operators license.

6. Vehicles in the Community, including storage areas, without current license registration or without current state inspection, will be considered junk and a violation of the Park Rules and Regulations. The junk vehicle must be removed from the Community. The resident who has the responsibility fo such vehicle will be liable for towing and storage charges as defined in current "Disclosure of Fees and Rents". A Resident is responsible for all motor vehicles owned by himself, members of his immediate family, guests and social invitees.

7. Streets shall not be used as a play area.

8. Traffic regulations and signs are to be obeyed at all times. Failure to obey stop signs, speed limit or other posted signs shall be a violation of these Rules and Regulations.

9. No recreation vehicles including campers, travel trailers, boats or truck campers are to be parked adjacent to the home for more than ten (10) days. Recreation vehicles are to be stored outside of the Community or in storage area provided by Community. If stored in Community "Storage Vehicle Registration" Form #60, must be completed.

## VI. Liabilities

1. Community Management is not responsible for damage, injury or loss by accident, theft, fire, windstorm, public liability, property damage, flood or other form of casualty to the person or property of any Resident, guest or invitee. You enter and live in the Community at your own risk.

2. Homeowners are responsible for damage caused by their family, guests or pets.

3. Park Management will not be responsible for personal injury to anyone who is using recreational equipment. All people using community recreational facilities do so at their own risk.

4. Management or owners shall not be liable for any damage or injury which may be sustained by the Resident or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, sewer, waste or soil pipes or the electrical, gas or oil system; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other resident or the resident's agent or guests.

5. It shall be the responsibility of each Resident to carry his or her own insurance of all kinds.

6. Any contractor or worker that works in Community must have liability insurance in the amount of one million dollars and must also have workman's compensation insurance. Proof of insurance to be held by homeowner authorizing work.

## VII. Pets

1. All pets are to be house pets. There will be no outside housing of animals.

2. All pets must be registered with Park Management. See Pet Registration Form #50.

3. Pets must be contained at all times: not allowed to wander beyond the bounds of your own lot. All pets must be kept on leash at all times and never allowed to run at large. Pets that become obnoxious or a nuisance to others so as to cause complaints or which in the opinion of the Management are noisy, odorous or unruly in behavior must be removed. Residents are responsible for the curbing of their pets.

4. Only two (2) pets per home shall be allowed.

5. For the safety of homeowners and guests, large, unusual or vicious animals are prohibited. Animals with a previous bite history or potentially fierce breeds of dog are prohibited. These breeds include, but are not limited to: Doberman Pinschers, Chows, Rottweilers, American Staffordshire Terriers (Pit Bulls), Husky and Wolf Hybrids.

Any dog or animal over sixty (60) pounds are also prohibited.

6. Any service animal must be registered as such. The following documents must be provided:

- a. Document from authorized physician verifying need for service animal
- b. Other document required to prove need of service animal

c. Proof of insurance. A copy of yearly certificate of insurance.

Note: State law provides for severe penalty for falsifying documents or authorities.

#### VIII. Mobile Home Lot

1. Aesthetic Requirements, Safety Requirements and Building Requirements are incorporated into these Rules and Regulations. Non-conformance to these requirements shall constitute a violation of these Rules and Regulations. Prior to the construction of any improvements, submit information as requested under "Building Requirements".

2. Lawn and spaces must be kept in good appearance by the Residents at all times. Lawns are to be cut and trimmed at all times to a height not to exceed three (3) inches. Each Resident must care for his own lawn or the Management will maintain it and charge for the service. Minimum charge for mowing service is defined in the current "Disclosure of Fees and Rents". First twenty five (25) feet from the roadway must be maintained as mowable lawn. Grass not trimmed around skirting shall be a violation.

3. The care and condition of each space is the responsibility of the Resident. Refusal to maintain grass cutting regulations as defined above shall be considered a violation of these Rules and Regulations.

4. Because of many underground service installations, lawns must not be dug up, penetrated or disturbed, or holes punched or excavated without first securing clearance from the Management and utility company.

5. Any plantings of flowers, shrubs, etc. are welcomed and encouraged, provided however that any type of tree, shrub, etc. that grows over twenty (20) feet in height shall not be placed on home site. The Management suggests that any trees planted be dwarf type since large trees may encroach on neighboring property.

6. The maintenance or removal of trees shall be the sole responsibility of the Resident upon whose space the tree is located including dead limbs and encroaching trees. The location of the truncates of the tree shall define who is responsible for maintenance. Trees that block views of other Residents, encroaching trees or unsafe trees, upon proper notification by Management, must be removed at Resident's expense.

7. Vegetable gardens are permitted in approved locations.

8. Residents who adjoin a common area are to mow the grass half the distance into said common area from Resident's property line. Each Resident would have the right to use this common area, but may not obstruct the right of way by planting or building any permanent structures.

9. Only umbrella type wash lines are allowed on home space, and all lines must be kept in the rear of home.

10. No outside fuel storage tanks with the exception of one 300 gallon fuel oil tank, will be permitted on the premises and no space shall contain the storage of any flammable fuel or other liquid. Empty containers of any kind are not permitted and may not be stored under home or in any appendage or fixture on the space or attached to the home. A small can of gasoline for lawn mowers may be maintained, but such must be

kept properly covered and only inside of shed. A limit of no more than five (5) gallons of any fuel may be stored at any time.

11. Residents are to discard garbage directly in garbage container. Outside storage of garbage will be a violation of the Park Rules and Regulations.

12. Fire extinguishers and working smoke detectors are required.

13. Outside storage of firewood is prohibited from April to September. Preparation of firewood by cutting with a chain saw or chopping with an axe is prohibited in the Community at any time.

14. Only lawn furniture, picnic tables and grills when in season are permitted on patios or decks.

15. No signs are permitted in the Community or on any home in the Community except as provided herein:

A. Address numbers are requested to be posted on home so emergency vehicles may locate your home. Numbers should be three (3) inches in size.

B. A name may be put on a Resident's home or lamp post. If a name sign is used, the letters shall be no larger than three (3) inches in size.

C. One (1) "For Sale" Sign is permissible measuring no larger than 24"x24".

16. Each Resident is responsible for keeping his own parking area and walkway clear of snow, regardless of the number of times the snowplow may clear the Community's streets

17. There shall be a right of way to access fuel tanks. Access shall be kept clear so fuel delivery is not hindered.

#### IX. Utilities and Services

—Electric line from the service pole to the mobile home is the responsibility of the tenant. Community does not provide cable or telephone service. Residents shall contact the telephone and cable companies directly for service.

1. Above ground sewer lines are responsibility of Residents. It is each Resident's responsibility to keep sewer lines clear and not allowed to clog. If sewer line is clogged or stopped up because of foreign matter and such clogging has not been caused by an obstruction in the main trunk line of the sewer, the Resident will be responsible for cleaning his own sewer line. If Management finds unusual obstruction/foreign matter in the main trunk line tenant may be held responsible for repair costs. Repair of lines that are frozen, damaged or clogged above ground are responsibility of Resident.

Community maintains underground sewer lines provided they were not damaged by Resident. Disposable diapers, paper towels, sanitary napkins or any other foreign matter shall not be put into the sewer system. Lessee shall be solely viable and responsible for all costs involved in sewer stoppages due to the above causes.

2. Above ground water lines are responsibility of Residents. It is each Resident's responsibility to keep water lines wrapped with heat tape and insulation to prevent freezing. Repair of water lines that are frozen, damaged or clogged above ground are responsibility of Resident. Community maintains underground water lines provided they were not damaged by Resident.

3. Cross connections is an arrangement allowing a connection through which back flow can occur between the drinking water and a system containing a source of contamination. A backflow prevention device must be installed on each home to eliminate potential for a cross connection. A minimum of a check valve must be installed on each home. In the cases where a homeowner uses chemicals such as photography processing equipment, a double check valve must be installed. The back flow prevention device is to be installed where the water line enters into the home. The device is to be checked once a year and must be replaced or repaired when found defective. To further protect Community from cross connections the following practices will be prohibited:

A. Fertilizing of lawn using garden hose with chemical spray mixer

B. Connecting an auxiliary source of water or other liquid to the water supply.

4. Shut-off valve is required where water line enters home.

5. It is the Resident's responsibility to keep water closets and faucets from dripping or leaking. Leaking faucets can mean thousands of gallons of unused water resources. Leaking fixtures shall be a violation of the park Rules and Regulations. Repairs are to be made within ten(10) days of notification.

6. Management reserves right to install water meters at each household

7. It shall be a violation of the Park Rules and Regulations to dispose of toxic waste into the sewer system or on park property.

8. Outside installation of communication dishes are permitted under the following conditions:

1. Diameter not be larger than sixteen (16) inches

2. Unit to be located a minimum of ten (10) feet off property lines and a minimum of fifty (50) feet off road side of lot.

3. Unit not to be more than five (5) feet off the ground or not more than one (1) foot off a structure (shed, home, etc.)

4. All accessory equipment must be housed inside.

5. All wires to be buried if crossing grounds.

#### X. Anchors

All anchors on new or exiting homes must be designed and installed in accordance with the current HUD requirements. Presently (2010) Pennsylvania is located in wind load Zone I. Home must be anchored to withstand 15 psf (pounds per square foot) horizontal and a 9 psf uplift. Any anchor system installed according to the manufacturer's specifications for wind Zone I is acceptable. Alternatively a letter from an engineer or inspection agency verifying the home is anchored to the above specification is acceptable.

#### XI. General Conduct

1. For better service, please register all complaints, requests for repairs, reports of malfunction etc. to our office. Do not contact Community employees for this purpose.

2. It shall be the Resident's responsibility to report any hazardous conditions.



3. Residents are responsible for the actions of themselves, their family and guests. Residents must be considerate to their neighbors with regard to loud music, loud vehicles, loud parties or any excessive misbehavior. Any use or supplying of a controlled substance in the Community is prohibited.

4. Police reports, eyewitness of Management, or testimony of Residents may be used in court of competent jurisdiction to establish violation of misbehavior, loud music, loud vehicles or loud parties.

5. Discharge of weapons, bow and arrow, BB gun, pellet guns, air rifle or any firearm within the Community is strictly prohibited. Intending or threatening usage will be cause for eviction.

6. Operating or maintaining any business within the Community is strictly prohibited.

7. No fires are permitted at any time in the Community. An outside cooking grill is permitted but only under strict adult supervision and in an open and safe area on the home space.

## XII. Abandonment

Abandonment: With respect to any home or vehicle which is left abandoned by the Resident in the Community for period of thirty (30) days or at end of term, or after Management has obtained possession of the lot by legal process, the Management may enter the home or vehicle and secure any appliances, furnishings, materials, supplies or other personal property therein, and the Management shall have the right to move the home to storage area of the Community or dismantle and haul to land fill as Management deems proper and necessary. The Management will have no responsibility or liability for safeguarding the mobile or vehicle, its contents and any appendages prior to or during the move or after the home has been dismantled and destroyed. Management shall have no liability to the Resident or any other person under these or any other circumstances. The provisions here also apply to such an abandoned home which is owned by a Resident who has filed a petition in bankruptcy or is adjudicated insolvent whether or not the home is financed. In such event the Lease Agreement with Management shall automatically terminate on account of such violation and the home in subject shall be removed forthwith from the Community by Management. The Management shall remove the home to the dead storage area or dismantle and destroy the home. In such event, the Resident in violation hereof shall be liable to the Management for all reasonable costs of removal of the home, which is described in current "Disclosure of Fees and Rents". All charges or costs incurred hereunder shall be deemed as additional rent which shall be due, payable and collectable as such by the Management in any legal action, regardless of whether the Lease Agreement with the violating Resident has been terminated.

## XIII. Changes in regulations

Management reserves the right to make additions or changes to the Rules and Regulations whenever necessary. Residents will be advised in writing of any changes to the Rules and Regulations at least thirty (30) days in advance thereof. Violations of the Rules and Regulations and/or Lease Agreement may result in eviction proceedings. Your suggestions and comments concerning the Rules and Regulations are also

welcomed and encouraged. We ask for your support as Resident to help us maintain a high standard of living as we believe this goal can be obtained if all Residents observe these Rules and Regulations and respect the right of other Residents within the Community. Remember this is your home, and these Regulations are necessary for your general health and welfare and for the good appearance of your home.

#### XIV. Legal Proceedings

The Management will provide written notice to a Resident of any violation of these Rules and Regulations. The Resident will have ten (10) days to correct the violation and to come into compliance with these Rules and Regulations. If the Resident fails to correct the violations noted in the first written notice to the satisfaction of the Management with the ten (10) day period set forth in the written notice or upon the second or subsequent written notice of violation of these Rules and Regulations legal proceedings may be commenced against the Resident in any Court of competent jurisdiction for possession of the lot and for collection of any other charges to which the Management is entitled either as rent or otherwise, under the Lease Agreement or these Rules and Regulations.

#### XV. Severability

In the event that any Court of competent jurisdiction finds any part of these Rules and Regulations or Lease Agreement to be unlawful, invalid, unconstitutional or unenforceable only the provision declared unlawful, invalid, unconstitutional or unenforceable shall be voided and all other provisions of the Rules and Regulations and the Lease Agreement shall remain in full force and effect.

EVERGREEN VILLAGE ONLY: It is my pleasure to inform you that Evergreen Village qualifies as an "over fifty-five" community. All new permanent residents entering the Community must meet this agreement requirement. Of course visitors and guests are welcome to stay in the Community and use the facilities if they are invited by a permanent resident. With your help we will continue to strive to make our Community attractive, safe, healthy and enjoyable.

#### XVI. SALE OF HOME

Home sold without approval shall not remain in Community. Unapproved homes will be evicted. Buyer must obtain approval prior to purchasing home if it is to stay in Community.

Management reserves right of first refusal to purchase the Home upon the following terms and conditions: If at any time during the term of this Lease, including any renewal, owners received a bona fide offer from a third party to purchase the Home, which offer owner's desire to accept, owners shall promptly deliver to Management copy of such offer and Management may, within fifteen (15) days after such delivery, elect to purchase the Home on the same terms as those set forth in the third party offer. If management elects to purchase the Home, settlement shall take place not later than

forty-five (45) days after such election. If Owner fails to comply with the provision of this paragraph, Management shall have all remedies available at law or in equity.

## SALE PROCEDURE

The following must be received by Management to start the approval process regarding sale of home in Community.

1. A completed and signed copy of "Manufactured Home Entrance Application" Form #10.
2. A signed and dated copy of "Receipt of Home Owner's Information Package". Form #11
3. A completed "Request for Home Inspection". Form #20
4. Top copy of Sales Agreement with buyer name and sale price.
5. Sale of Home Fee

After receipt of the above information the Management will perform an inspection and list any violations of Park Rules and Regulations. The list must be completed prior to signing of lease.

Any back rent will be the responsibility of the Buyer.

When all conditions are met, the lease will be executed by all parties concerned.

NOTE: Lease will not be executed by Management less than five (5) days after receipt of "Receipt Home Owner's Information Package", Form #11. Buyer has five (5) days to cancel sales agreement, as required by law.

## HOME SAFETY AND AESTHETIC REQUIREMENTS

### SAFETY REQUIREMENTS

1. Blocks tight and secure
2. Heat tape installation in proper repair
3. Shut off valve located where water line enters home
4. Backflow prevention device with minimum of one check valve to be located where water line enters home.
5. Water lines buried under ground or under home behind skirting
6. Steps in good repair with handrail
7. Anchors conform with HUD
8. Doors properly working and lockable
9. Roof sealed without leaks
10. Electric system in good repair and able to pass National Electric Code
11. Gun type furnace in working order
12. Plumbing in good repair
13. General structure: floors, walls, ceiling in good repair
14. Smoke detector installed in home
15. Fire extinguisher in home
16. Conformity to Building Requirements and set backs

17. All heat tapes shall have a fuse where heat tape plugs into receptacle.

## AESTHETIC REQUIREMENTS

1. Lawn neat and clean
2. No debris or garbage stored on mobile home site
3. Skirting installed:
  - a. Without gaps more than 3/8 inch
  - b. Frost expansion joint
  - c. Skirting materials to be designed for its use
  - d. Installed straight and even with home
4. Home washed or painted
5. Fences plumb and painted
6. Shrubs trimmed
7. Grass seeded or growing
8. Accessory buildings and awnings painted and clean
9. Conformity to Building Requirements
10. No antennas, and dish must conform to Rules and Regulations
11. No abandoned vehicles
12. Windows and screens to be in good working order with no cracks or holes
13. Building Set Back Requirements:
  - Note all home structures must be separated by twenty-five (25) foot clear unobstructed space.
  - Decks, Awnings, Florida room or Additions to home on front door side only, project no more than ten (10) feet
  - Decks on off door side of homes project no more than eight (8) feet unless on common area.
  - No awning on off door side.

## XVII Building Regulations

PRIOR TO THE BEGINNING OF CONSTRUCTION ALL ADDITIONS, AWNINGS, PORCHES, FLORIDA ROOMS, EXTENSION OF HOMES, AS WELL AS SHED AND FENCES, MUST BE APPROVED IN WRITING BY MANAGEMENT.

The request may be sent in on a form provided by Management stating the exact specifications of the projected construction. Any Township fees, permits or requirements are the sole responsibility of the Resident. Each addition must conform to the following:

- Construction standards
- Proper use
- Set back requirements set forth. Violations of these codes are violations of the Park Rules and Regulations.

#### PORCH:

1. Definition — area above ground but below door sill, improved to hard surfaces, not enclosed on sides or roof.
2. Construction Standards — If raised off ground more than twelve (12) inches, then safety railings shall be provided. Acceptable materials are concrete, wood, vinyl or other commonly acceptable materials.
3. Set Back requirements — all porches must be a minimum of two (2) feet from property line and not more than a ten foot projection from home.

#### AWNING:

1. Definition — extension of roof of home not enclosed around sides.
2. Construction Standards — Must be made of maintenance free material, that will not rust, decay or deteriorate. Acceptable material is aluminum. Conditional materials include zinc coated or galvanized steel framing or roof, which must be painted once a year. Wood roof is unacceptable. Fiberglass panels, if used for roof, must be kept in good repair. Unacceptable materials include asphalt shingles or tar paper roofs, flat metal over wood framing or other unconventional type materials.
3. Set Back requirements — SEE TOWNSHIP SET BACK REQUIREMENTS. (Note: on most building sites, awnings are only acceptable on front door side of home and may not project more than ten (10) ft from house)

#### FLORIDA ROOM:

1. DEFINITION — The enclosing of a porch and awning that is mostly glass or screen and which is unheated.
2. Construction Standards — Must conform to porch and awning requirements for roof and floor. The enclosing of the sides are to be a minimum of 40% glass or screening installed continuously around enclosure so there will not be more than eight (8) inch separation of glass or screen from adjoining piece; thus creating a continuous sequence of glass or screen from one side to the other. The said glass or screen shall be a minimum of three (3) feet in height. Filler materials on top or on bottom of glass or screen shall be maintenance free material. Wood may be used if painted once a year.
3. Use — General outside use; not for use to store household goods or appliances. Not to be used as living quarters.
4. Set Back Requirements — Must not project more than ten (10) feet from home and must meet Township set back requirements. Florida rooms are typically accepted front door side of home.

#### EXTENSION OF HOME

1. Definition — part of home's living quarters, which shall become part of home's total square footage.
2. Construction Standards — Built with floor the same height as existing home; concrete footers installed in ground, skirting to match, siding to match material and color. Also, roof to match existing home although the roof may be galvanized steel, if coated once per year. The walls, ceiling and floor are to be insulated. Heat to be installed sufficiently to heat to 75 degrees from minus 10 degrees. Electric outlets

installed conforming to National Electric Code. The window area is to be a minimum of one (1) square inch of glass per one (1) square foot of living area. Extension is not be larger than 460 square feet.

3. Use — General home use

4. Set Back requirements — Not to project more than ten (10) feet from home and to meet Township requirements.

#### SHED

1. Definition — Separate structure from home that has a minimum height in the ceiling of six (6) feet and nor more than thirteen (13) feet high.

2. Construction Standards — Made of maintenance free material. Wood must be painted once a year. Aluminum or steel shed must be anchored or installed on concrete base. Only one shed per site, not to exceed 300 sq. feet.

3. Use — Storage of household goods and equipment. Not to be used as play area or for habitation by humans or animals.

4. Set Back Requirements —

Evergreen Village: All shed are to be located on back section of building site; at least ten (10) feet from home and two (2) feet from property line. Also to be non-discernible from Estates. Must meet Township requirements.

Clifton Manor: Two (2) feet from property line and ten (10) feet from home.

#### FENCE

1. Definition — barrier that obstructs site or traffic flow of tenants.

2. Construction Standards — Made of maintenance free material: wood and steel. Must be kept painted. All fences to be less than four (4) feet in height and in good repair. Proper gates or openings are to be left for emergency vehicles or for service. Resident is responsible for contacting utility companies before digging. Shrubs or vegetable plantings may be used as a fence, being properly trimmed.

3. Use — General

4. Set Back requirements — No fences are to exist within twenty-eight (28) feet of street. Fences are to be two (2) feet off property line, unless written permission is obtained from neighbor. Shrub type fence should not encroach on neighbor's property without written permission.

#### CARPORT

1. Definition — Structure with no side walls, consists solely of solid weather-tight roof.  
STRUCTURES OF THIS DEFINITION WILL NOT BE ALLOWED.

#### PATIO

1. Definition — Area at ground level, improved to hard surfaces; not enclosed sides or roof.

2. Construction Standards — Acceptable materials are concrete, flagstone, or other commonly acceptable materials as approved by Management. All flagstones should be cemented in place, or if set in gravel, a sheet of plastic should be placed between the

ground and the gravel to reduce the possibility of growth of vegetation between the stones. Any protruding vegetation must be removed immediately.

3. Set Back requirements — All patios must be minimum of two (2) feet from property line and not more than a ten (10) foot projection from home.

#### VARIANCE:

A variance to the Building Requirements may be obtained if approved by Management. First all Residents must be informed of the nature of the variance. If Evergreen Village receives three (3) or more negative responses within thirty (30) days of mailing, the variance will be denied. If negative responses are not received the variance will be approved.

#### EVERGREEN VILLAGE — UPPER MT. BETHEL TOWNSHIP CODE:

##### SECTION 5.6 Required Separation between Mobile Homes:

a.) Mobile Homes shall be separated from each other and from other buildings and structures by at least twenty-five (25) feet.

b.) Any accessory structure which has a horizontal area comprising twenty-five (25) square feet, is attached to a mobile home and/or located within ten (10) feet of its window, and has a top or roof that is higher than such window shall, for purposes of this separation requirement be considered to be part of the mobile home

CLIFTON MANOR: See local code in effect a time of construction

#### HOME INSTALLATION REQUIREMENTS:

Homes to be installed to standards established by Manufactured Housing Improvement Act of 2000. Copy of "Manufactured Home Certificate of Compliance" to be given to Management.