



JEFFERSON ESTATES

Address: 246 Country Club Rd

Waynesburg, PA 15370

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Rules and Regulations

THE POLICIES AND REGULATIONS CONTAINED HEREIN ARE DESIGNED FOR THE PROTECTION, COMFORT, HEALTH AND A DESIRABLE PLACE TO LIVE. WE ASK EACH RESIDENT TO DO THEIR PART IN KEEPING THIS A NEAT, CLEAN, AND ATTRACTIVE PARK.

1. RENT

- a. All rent is due the first of each month.
- b. All checks are to be made payable to Jefferson Estates LLC and are to be sent to the address above.
- c. A late fee of **\$20** will be assessed if rent doesn't reach the office by the **10th** of each month. The late fee will be assessed to all accounts with a balance due.
- d. An additional **\$20** late fee will be assessed if rent is not paid within 30 days of the due date.
- e. A fee of **\$35** will be assessed for any check returned by the bank.
- f. Your rental agreement is subject to termination if rent isn't paid on or before the due date. Eviction charges will be filed with the local magistrate. Park Management will file for possession and all past due rent, court fees and costs.

2. VEHICLES

- a. Vehicles must at all times be parked in the parking spaces provided at the home site. Vehicles must not be parked on the street during snow removal months. Management will not be responsible for any vehicle damaged by snow removal equipment. **NO PARKING ALLOWED ON THE GRASS!** Violators will be towed.
- b. Abandoned, wrecked, or inoperable vehicles (those without current license or inspection) shall be removed from the park at the expense of the vehicle's owner.
- c. No major repairing or overhauling of vehicles is permitted.
- d. Operation of non-conventional vehicles such as **dirt bikes**, **mini bikes**, **razors**, **dune buggies**, **quads**, **snow mobiles**, and **go-carts** within the park is **STRICTLY** prohibited. Motorcycles will be allowed to enter the park, but must be driven directly to their place of destination.
- e. The speed limit is 10 miles per hour. Violation of the speed limit is a violation of park rules and your rental agreement can be subject to termination.
- f. Overnight parking of commercial vehicles is prohibited. Vehicles in excess of $\frac{3}{4}$ ton capacity are prohibited from parking in the park.

- g. No motorized scooters are permitted in the Park.
- h. Loud or excessive noise from vehicles such as noise from exhaust, mufflers, excessive revving of engines, etc. will not be tolerated.

3. PETS

- a. Pets must be licensed by the local governmental authority and be approved by and registered with the Management. Only registered pets owned by Residents are allowed in the community. Residents, upon request from management, shall provide proof of current tag/license for their pet, as well as proof of current vaccinations.
- b. Each family may keep ONLY two (2) pets. Dogs are not to exceed 20 lbs. Only domesticated pets allowed. No livestock is permitted on the property (i.e. cows, pigs, chickens, rabbits, etc.). Absolutely no dogs of known vicious breeds are allowed! This is to include Rottweiler's, Pit bulls, Dobermans or any other dog that shows unprovoked aggressive behavior. Animal services will assist in determining whether this behavior is present.
- c. All pets, when outside the home of their owner, must be kept on a leash at all times (to include cats). No pet may be left outside the home or in a screened room unattended at any time. No outdoor pet enclosures will be permitted in the community. Pets are to be walked only in your own yard or on designated common grounds. Residents are responsible for the removal of all pet excrement or litter from the home-site or from any place in the community that the pet may be exercised by its owner.
- d. Noisy or unruly pets or those which cause legitimate complaints will not be allowed to remain in the community. In the event of complaints from residents about your pet, and if investigations reveals that the complaints are warranted, one warning will be issued to the owner. Upon the second justifiable complaint, the owner will be required to remove the pet from the park or vacate the premises.
- e. Resident is responsible for any damage caused by his or her pet to park property or to the property of any other resident.

4. MAINTENANCE

- a. Lawns, landscaping, trees, and shrubs on each site must be maintained by the Resident. Residents are to water and trim their lawn, trees, and shrubs in order to maintain a well-kept appearance. Lawns are to be cut once a week during the growing season. If grass is high and unsightly, the resident shall be given notice and will have 24 hours to correct. Failure to cut the lawn, the management will cut it at a fee of **\$30** per cut per site without further notice.
- b. It is the responsibility of the resident to maintain their mobile home site. All homes and adjacent structures must be maintained in a first class condition, kept clean, painted, free of debris, junk, lumber, no broken windows and in neat appearance at all times. Mobile home exteriors are to be washed in the month of April. Home Violation Inspection Report will be completed by management when needed. If the violation is not corrected by the date given action will be taken.
- d. Residents shall be responsible for snow removal on all paved areas of their home-sites. Salt shall not be used on any paved areas. Chemical ice solvents are permitted provided they are of the type that do not damage, deteriorate or discolor the concrete, paving or lawn.
- e. Tenants on mobile home lots are responsible for maintaining tight drains to sewers and to have properly insulated water lines to avoid winter time freeze ups. Heat tapes are mandatory and must be in working order. In the event of a waterline break, the repairs are the responsibility of the resident.

- f. No outside storage of bottles, boxes, automobile parts, toys etc. is permitted so as to be exposed to view, no tarps to be used on the exterior of your home.
- g. Careless acts that damage water or sewer lines in the community shall be repaired by the responsible party irrespective of where the lines are located. The responsible party shall bear the cost of such repair. This applies to guests, vendors, contractors, park employees, etc. However in the absence of such, the Park is responsible for the maintenance of the underground water and sewer systems from the point where such systems connect to the lines owned by the utility company to the connection at each mobile home lot. The mobile home owner is responsible for the maintenance of the water and sewer connections from the mobile home to the point where such systems connect to the Park lines at each mobile home lot.
- h. The electric company shall be responsible for any maintenance costs and repairs of electric lines leading to the meter can as well as the meter can itself. The home owner is responsible for the electrical line from his home to where it connects to the outlet hub off the meter can (including the breaker, breaker box disconnect and jumper wires.) The home owner is responsible for the gas line from his home to where it connects to the gas company lines.
- i. Because each site contains underground wiring, gas lines, water and sewer mains, Residents shall be prohibited from installing any pegs, posts, shrubbery, trees, plants, or anything else below the surface of the ground without written permission from Management.
- j. Consult park management and local utility companies before any type of digging due to utility lines. Shrubs and concrete shall become part of the premises and cannot be removed.
- k. Wood storage sheds are permitted but are not to exceed 10' wide, 12' long, and 8' high in size. You must contact management BEFORE installation for placement. If this is not done and the shed is found on top of utilities, it is the resident's responsibility for re-location. Only one shed per site is permitted.
- l. Garages are no longer permitted. Wood or metal carports only; no vinyl covered carports permitted. Porch enclosures are permitted, however, no plastic or vinyl wrapping is permitted.
- m. Swimming pools are **NOT** permitted. Fences are **NOT** permitted.
- n. Water hoses are to be put away after each use. Only umbrella type cloths lines are permitted.
- o. All residents shall be responsible for making connection to all utilities including but not limited to water, sewer, telephone, cable TV, heat tapes, propane, etc.
- p. Oil tanks are the responsibility of the resident and are to be maintained and updated as necessary.
- q. There is absolutely no outside burning other than gas/charcoal cooking grills. Fire rings are prohibited.
- r. All add-ons (to include decks and room additions) must be approved by Management **BEFORE** construction.
- s. All contractors and subcontractors must be licensed and insured (minimum of \$50,000.00 in liability insurance) and must be approved by management prior to commencement of any construction or improvement. A copy of the company's license, proof of liability insurance, and workers compensation insurance must be provided to the park office **BEFORE** any work can commence. Building permits can be obtained from Cumberland Township.
- t. Property lines are subject to Management interpretation. Typically all sites run from the electrical pedestal to the road.

5. GARBAGE

- a. Garbage and trash must be secured in plastic trash bags prior to placing it in garbage containers. Containers must have lids; NO 55 gallon drums are permitted! Containers are to be kept in the rear of the home. All garbage is to be placed at curbside for pickup.
- b. Place Garbage out on pickup day only.
- c. Refrigerators, tires, batteries, mattresses, bed springs, etc. are not permitted in pick up and will not be collected by the trash company. Arrangements to pick up large discarded items other than normal garbage must be made directly with trash hauler and a fee paid directly to them.

6. GOLF CARTS & UTV'S

- a. Golf carts and UTVs must display their designated site number and be registered with the park office.
- b. Golf carts and UTVs must be operated by a licensed driver or a licensed driver must be present on the golf cart/UTV at all times.
- c. Golf carts and UTVs must have headlights to be operated after dark. No golf carts or UTVs are permitted after quiet hours at 11p.m.
- c. Do not overload golf cart or UTV! All persons must be sitting on a seat and not standing.
- d. Golf carts and UTVs must be insured and a copy of the insurance policy must be filed in our office.
- e. Excessive speeding is not allowed! 10 MHP is the maximum speed.

7. CHILDREN & GUESTS

- a. Residents shall be held responsible for their conduct and damage caused or created by themselves, members of their household, or any of their guests to any property within the community; therefore the resident should make their children and guest(s) aware of the park rules. Children are considered to be anyone under the age of 18 years old.
- b. Township and park curfew is 9:00 p.m. All children under 16 must be at their Home sites unless accompanied by a parent after curfew.
- c. Children may only play or congregate in their own yards or on other's yards when invited.
- d. All children in the park must wear a safety helmet when riding bicycles, rollerblading or skating. This is a state law. No bicycles, wagons or toys are to be left on the street.
- e. No ball playing or Frisbees are to be played in the streets or yards. Skateboarding is not permitted on community streets.
- f. Residents are responsible for their children's and their guest's actions on their lot.

8. CIVIL DISPUTES/CONDUCT

- a. Disputes between tenants are to be handled by tenants and not the responsibility of park management. All complaints must be made in writing, signed, and submitted to the Resident Manager.
- b. Notice of violation of the Covenants will be delivered and mailed to the Residents by Park Management. Copies of these notices will be maintained on file and serve to determine chronic violators, who may be evicted in accordance with the PA Mobile Home Act.
- c. The Management will use reasonable efforts, within their own judgment, to protect the person or property of the Resident, it being understood, however, that the community, its owners, the Management or any of their employees, shall not be in any way liable for personal injury to any person or for loss, theft or damage of property.

- d. Commercial peddling or soliciting or conducting any commercial enterprise or profession by a Resident, anywhere within the community, shall not be permitted.
- e. Public intoxication, excessive noise or loud parties that disturb the peace and tranquility of other residents will not be permitted. Please be considerate of your neighbors. Quiet hours are from 11:00 p.m. and to 8:00 a.m.
- f. The use of illegal drugs, gambling, the use of firearms, weapons (B.B. guns, paint ball guns, bow and arrows, and sling shots), and unlawful or illegal acts of any kind shall be strictly prohibited within the community.
- g. **IT IS THE DUTY OF THE RESIDENT MANAGER TO ENFORCE THE PARK RULES AND REGULATIONS. INTERFERENCE, HARASSMENT OR VERBAL OR PHYSICAL ABUSE OF THE MANAGER WHO IS IN THE PERFORMANCE OF HIS OR HER DUTY IS CAUSE FOR TERMINATION OF TENANCY.**

9. SALE OF MOBILE HOME / OCCUPANCY

- a. RESIDENCY IS NOT TRANSFERABLE FROM ONE LOT TO ANOTHER!! Residents must have park permission to purchase another home in the park or to relocate to another lot.
- b. You must consult management prior to selling. A 30 day written notice must be given when you intend to put your home up for sale and/or if you are planning to remove your home from the park.
- c. **New purchaser(s) must complete a credit/background application and be approved by park management PRIOR to purchasing home. A lease must be signed before moving into a home.** There is a NON-REFUNDABLE application fee of \$50.00 for every application submitted.
- d. Seller must provide copies of school, county, and township taxes PRIOR to closing of sale of the home. Greene County tax Assessment Office requires a completed copy of the MV-4 (an application for Registration or a copy of the Title front and back as a form of ownership for each home.)
- e. No subletting or renting is permitted unless approved by management.
- f. Only people listed on park rental application are authorized to live in the home. When circumstances arise necessitating a change (i.e. a guest moving in permanently, someone passes away or moves out), you must notify management immediately. **A credit application will be required for all adult guests staying more than 7 days and for all heirs planning to reside in the home.** The home occupant(s) or homeowner's heir(s) must provide management with contact information upon the death of the registered homeowner within 30 days of their death. All occupants, heirs and or beneficiaries are responsible for the home and lot rent until such time the home is sold or removed from the park.
- g. Mobile homes cannot be removed from park unless all rent, fees, charges, or assessments are paid in full. Park management may prevent the removal of a home to enforce this rule.
- h. Residents are advised that prior to removing a mobile home from the park, a removal permit must be obtained from the township office. A copy of this permit must be given to the park management before moving the home. Any damages to the lot, utilities or park property will be charged to the resident.

10. MOBILE HOME LOTS

- a. All mobile homes should be skirted within 30 days of moving into the park.
- b. Residents are responsible for complying with all applicable laws, ordinances, and regulations of the City, County, and State.

- c. Management shall have the right of access to a Resident's home only to prevent imminent danger to the occupant or the home. (I.e. fire, waterline break, broken utility line, etc.) Management shall have the right of access to the home site at all reasonable times, for purposes of repair or replacement of utilities, maintenance of the grounds, and protection of the park,
- e. All persons who enter or live in the community do so at their own risk. The owners and management of the community absolve themselves from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other cause whatsoever, whether by automobile, other vehicle, or otherwise, regardless of the location of same on the Jefferson Estates Property.
- f. Operating any type of business in the park is prohibited.
- g. House numbers must be at least 3” high, in contrasting colors, and facing the street displayed on the front of home per township regulations. This is for your benefit for emergency vehicles, police, fire, and ambulances.
- h. Each Resident must carry adequate "Fire and Extended Coverage" insurance on his or her home and must also maintain reasonable general public liability insurance. Each Resident will be expected to provide suitable evidence of such insurance to Management upon request. In the event that a home is destroyed by fire or any other event, it must be removed within 30 days from the community at the homeowner's expense.
- i. Residents contemplating absence for extended periods of time should notify the park office and file a forwarding address for availability in case of an emergency and make provisions for the routine care of the home site. Residents should have on file in the office and emergency contact person, address and a phone number.
- u. Health rules and regulations, established by the state or local health department, or management, must be rigidly observed. Any condition constituting a fire hazard shall not be tolerated and the judgment of the Management as to what constitutes a fire hazard shall be conclusive. Each home shall contain any safety equipment required by the governmental authorities.
- k. Owner information: Jefferson Estates, LLC
- l. The rights of Management contained herein are cumulative, and failure of Management to Exercise any right shall not operate to forfeit any other right of Management. No waiver by Management of any of the Community Covenants shall be deemed to imply a further waiver of that or any other community Covenant.

13. EVICTION

- a. The rules set forth here govern the terms of your lease or occupancy agreement with this mobile home park. The law requires all of these rules to be fair and reasonable.
- b. You may continue to stay in this park as long as you pay your rent and other reasonable fees, service charges and assessments herein-after set forth and abide by the rules of the park. Entrance and exit fees may not be charged. Installation and removal fees may not be charged in excess of the actual cost to the mobile home park owner or operator for providing such service for the installation or removal of a mobile home in a mobile home park.
 - 1.) Non payment of lot rent.
 - 2.) A second or subsequent violation of the rules of the mobile home park occurring within a six month period.
 - 3.) If there is a change in use of the park land or parts thereof.
 - 4.) Termination of Mobile Home Park.

5.) Any resident or family member who is convicted of a felony, whether the felony is committed within the park or outside the park, which may be detrimental to the health, safety, or welfare of the other residents/guests of the park shall be subject to eviction.

Final Note: It is the responsibility of the residents to help enforce the rules.

MANAGEMENT RESERVES THE RIGHT TO AMEND, ADD, OR DELETE ANY OF THE ABOVE REGULATIONS WITH 60 DAYS WRITTEN NOTICE TO RESIDENTS.

ACCEPTANCE OF THE GUIDELINES BY RESIDENT(S)

I, _____, hereby acknowledge that I/we have received a copy of the Community Guidelines.

Signature of Resident Date

Signature of Co-Resident Date

Signature of Management Date