

Community Guidelines

Welcome to the Village of Buckingham Springs! As one of the area's finest 55+ residential communities, we would like to welcome you to the lifestyle you deserve. It is our sincere hope that you will be with us for a long time and that you, as a homeowner, will enjoy the most pleasant of surroundings.

The Community Guidelines have been designed to help you get the most out of living at the Village of Buckingham Springs. Please take the time to read and understand the rules and regulations set forth in this manual. As new information is sent to you, please add to this manual. If a matter arises that is not covered in this manual, please contact the Management office.

The Community Guidelines and your rental lease (which is a final governing contractual agreement) set forth our mutual obligations. These guidelines have been established to ensure the safety, comfort and enjoyment of all residents in the community. In our combined efforts to make the Village a beautiful and welcoming neighborhood, these guidelines outline responsibilities for both Management and homeowners to follow.

Thank you for choosing to live in the Village and for your continued trust in The McKee Group.

The McKee Group Village of Buckingham Springs 1490 Durham Road New Hope, PA 18938 215-598-7600

1. **DEFINITIONS**

- a) Resident(s) Homeowner(s), and all persons living in the home.
- b) Landlord Owner of community or representative thereof.
- c) Management/Management Office Representatives of Landlord and the office in which they operate.
- d) Premises Homesite being leased by Resident on which home is located.
- e) Village/Community The planned residential 55+ adult development known as The Village of Buckingham Springs.
- f) Pet Cat or dog or other domestic animal.
- g) Community Guidelines or Guidelines Rules and Regulations

2. OCCUPANCY

The Village of Buckingham Springs is an Active Adult, Age-Restricted Community. At least eighty percent (80%) of the homes in the community must have one permanent resident 55 years of age or older. No one under the age of 18 or attending secondary school may reside in the community. The home shall not be occupied by any person(s) other than those registered with Management. At no time shall the number of persons sleeping in the home exceed the number permitted by applicable governmental regulations, ordinances or statutes.

Residents may have children under the age of 18 as visitors. Overnight visits from children are limited to a total of 2 consecutive weeks visitation or a maximum of 30 overnight visits in any 12 month period.

Subletting is not permitted in any home. All Homeowners must occupy their home. With written approval of management, an exception may be granted to permit the relative of the Homeowner to occupy the residence in their stead. **All Homeowners and Residents must be on the community lease.**

Management will consider a visitor (or guest) to the home a 'resident' of the community if some or all of the following conditions are met: the person maintains or stores items of personal property in the home, receives mail at the home, regularly enters the home without the Resident being present, has a key to the home and/or remains overnight in excess of 10 nights per month.

Homes in the Village of Buckingham Springs will be used for residential purposes only and as primary residences unless approved by Management. Homeowners may own only one home in the community at any given time.

3. APPLICATION FOR RESIDENCY

All persons who wish to be considered for residency in the Village must complete an Application for Residency. This will include a credit report and criminal background check.

Purchasers of homes in the Village must submit a completed Application for Residency within 5 days of signing an Agreement of Sale.

All Residents must provide the Management Office with the following information:

- a) Names and ages for each person intending to occupy the home,
- b) Descriptions, including license plate numbers, of all vehicles owned or operated by each person occupying the home,
- c) Telephone number of home,
- d) Certificate of title for the home, or other proof of ownership,
- e) Certificate of insurance for the home,
- f) Proof of income,
- g) Name of financial institution financing home, if any,
- h) Registration of pets,

- i) Information regarding an emergency contact person who is not a resident of the home, and.
- j) Any other information reasonably related to the health, safety or welfare of the community.

Resident agrees to notify Management of any changes in the identity or number of persons occupying the homesite before or no later than 5 days from the date of such change. All Applications for Residency are subject to management's approval.

Resident agrees to notify Management of any and all changes to any of the above information within 5 days of the effective date of the change.

Providing false or misleading information or descriptions can be a basis of eviction proceedings.

4. PRIOR TO MOVE-IN

Prior to moving into the home, Residents shall complete the following:

- (a) Complete and sign the Application for Residency.
- (b) Read, understand and sign the Community Lease Agreement.
- (c) Read, understand and sign the Community Guidelines (Rules and Regulations).
- (d) Sign necessary receipt forms.
- (e) Wait the mandatory five (5) day period.
- (f) Pay all monies due for the Monthly Rent, Security Deposit, and other charges as outlined in the Fee Disclosure Form as applicable, to the extent then due and owing by such Resident(s).

5. MONTHLY RENT

The monthly rent is due on or before the first of each month. If settlement on your home is other than the first of the month, your monthly fee will be prorated until the first of the following month. Payment is to be made by check or money order. For your convenience, a mail slot is located on the outside of the Management office. If a receipt is required, your payment may be made at the Management Office during regularly scheduled hours. It is not necessary to enclose your payment in an envelope. Please make your check payable to The Village of Buckingham Springs. Remember to include your house number in the memo of your check.

Included in your monthly rent:

- (a) Charges for sewer service and trash removal for your home are included in your rent.
- (b) The roads and recreational facilities in the Village are privately owned and are only for the use of residents and their guests. A portion of your monthly rent pays for the maintenance of those facilities.
- (c) Membership in the clubhouse, community pool and use of all of the amenities provided in the community.
- (d) Real estate and school taxes on your homesite. You will pay taxes only on your home.
- (e) The community is managed by our on-site management group which ensures the maintenance standards of the community thereby protecting your investment.
- (f) The community provides private bus service for regularly scheduled shopping trips and special outings.

6. LATE CHARGES

Our ability to provide community services rests largely on the prompt payment of the monthly rent. If, for any reason, we fail to receive your monthly fee on or before the close of business on the fifth (5th) day of the month in which it is due, you will be charged a late fee of thirty dollars (\$30.00). This late charge is in addition to your monthly rent.

7. SECURITY DEPOSIT

A security deposit in the amount of one hundred dollars (\$100.00) is due at the time of signing of your land lease agreement. This is in addition to your monthly rent and will not be applied as any part of your last month's rent. The security deposit will be refunded to you after you sell your home, providing you have fulfilled all of your obligations included in this manual and your Lease Agreement.

8. EMERGENCY TELEPHONE NUMBERS

 Police
 911

 Fire
 911

 Ambulance
 911

 Electric
 1-800-841-4141

 Management Office
 215-598-7600

When calling emergency numbers, provide your address and state that you live in Buckingham Township at the Village of Buckingham Springs.

9. ADDRESS, ZIP CODE AND POST OFFICE

Your new mailing address will be:

YOUR NAME (House Number) (Street Name) New Hope, PA 18938

Your assigned post office is:

New Hope Branch 325 West Bridge Street New Hope, PA 18938

Phone Number: 215-862-2445

10. SERVICE DEPARTMENT

For the convenience of our residents, the Village of Buckingham Springs maintains an on-site service department. Our service department is available for 24-hour emergency and non-emergency service calls by calling 215-598-7600. Estimates and hourly rates for service work can be requested through the Management office.

Our service personnel have been instructed to only perform work called for on work orders approved by a Supervisor. Please do not make service requests directly to our service personnel.

A. Service Department Hours

The Service Department's regular working hours are 7 am to 3 pm, weekdays.

B. Emergency Service Calls

All emergency service requests are to be called into the Management office. Any service request calls made during non-business hours will be received by answering service personnel who will forward the request to Village staff.

C. Non-Emergency Service Calls

All non-emergency service requests must be submitted in writing on a Service Request Form (available at Mail Stations and in the Management Office) to the Management office. Please include your name, address, description of the service requested and signature. The service manager will contact you to acknowledge receipt of your service request, discuss your needs and schedule an appointment to have the service work done.

D. Billing for Service Work Performed

If work is scheduled during our regular working hours there will be no charge for travel time. The standard hourly rate will be billed to you per hour for each service person who is called in to perform work scheduled and completed during normal working hours. There is a minimum one-hour charge and subsequent time will be billed in one-half hour increments.

All service work performed outside of regular working hours is considered an emergency call. Emergency calls are billed at a minimum of 3 hours (1 hour of service work and 2 hours of travel time) and in 30 minute increments after that. Additionally, all work performed during non-regular working hours will be billed per service person.

All service work performed will be billed for both time and materials and each will be noted separately on the invoice.

11. PETS

A maximum of two (2) conventional pets are permitted for each home in the Village. All pets must be registered with the Management Office.

When outside the home, pets must be kept on a leash and accompanied by a resident at all times. The Resident must clean up after his/her pet immediately. No kennels, dog houses, dog runs, or the like will be permitted in the Village. Pets are not permitted in the areas of the clubhouse or pool.

If a pet repeatedly constitutes an annoyance to other residents or Management, the owner will be asked to remove the pet from the Village. Refusal to remove a pet constitutes grounds for eviction. The Resident shall be liable for all damages caused by pet. Resident shall be strictly liable for the entire amount of any injury to the person or property of others caused by pet.

12. HOME STANDARDS

All homes to be placed in the Village of Buckingham Springs, or retained after resale in the Village, must meet the minimum standards with respect to size, quality, appearance, material specification, construction and safety conditions as contained in this manual.

13. HOME MAINTENANCE

The Resident(s) is/are responsible for the maintenance and upkeep of the home.

All homes shall be maintained in good condition and repair and the exterior shall be clean, neat and properly maintained at all times. Any appurtenant structures thereto shall be maintained in the same good, neat and orderly condition at the homeowner's own expense.

14. STORAGE

No storage of any kind shall be permitted under or around the home.

One storage building is allowed for each non-garage home. Homes constructed with garages will not be permitted to have a storage building. No additional storage buildings or receptacles are permitted.

Under no circumstances are contaminants, flammable materials or hazardous materials to be stored at the home, homesite, in the Village; or released into the community or community systems.

15. HOME INSPECTIONS

Management will perform occasional community-wide home inspections. Additionally, management may perform inspections on any home at any time and will perform inspections upon any notice of sale of a home. Violations of community standards as set forth in these

guidelines will be noted with a written notice mailed to the home. This notice shall specify the required time frame for returning home to compliance.

16. HOME IMPROVEMENTS, CHANGES AND/OR ADDITIONS

All exterior home improvements or changes such as color, awnings, patios, patio covers, decks, etc., must be approved by Management. Drawings and specifications must be submitted to Management for approval prior to starting construction. After management review and approval, an appropriate municipal/township building permit is required for any additions or exterior alterations. It is the responsibility of the Resident to acquire municipal and township permits. The materials used and exterior colors of any additions must match the existing home. Home improvements must be completed in a reasonable amount of time, specified by Landlord.

Once written approval has been granted by Management and the Township and prior to the start of the work, Resident will supply Management Office with a copy of the township building permit. All exterior improvements/additions/changes must comply with all applicable laws and/or regulations of the U.S. Department of Housing and Urban Development (HUD) and local township building codes. Please note that new additions such as porches, decks and stairs must be supported on all four corners as a freestanding structure.

All subcontractors must register with the Management Office by providing legal business name, insurance certificate and Pennsylvania Contractors' Registration Number (where applicable). Working hours for all subcontractors will be limited to the hours between 8 a.m. and 5 p.m.

Management or Township, at its option, may require any Resident to remove an improvement made without prior written approval, which removal shall be at the Resident's expense.

17. HOME STANDARDS

a) Tie Downs

Each home shall have a minimum of (4) tie downs – one on each corner. See Management for material recommendations.

b) Piers

Piers are an integral part of a manufactured home's foundation system. We encourage homeowners to refer to their home's manual for further information on keeping their home properly leveled. Homes with a block wall are equipped with a floating slab that must also be periodically inspected.

c) Skirting

Homes are required to have skirting or block walls. Skirting and block walls protect the underneath of your home and provide a finished look. There may be no missing or damaged pieces of skirting in order to maintain a tight enclosure of the underneath of your home. Connections between skirting sections and top and bottom tracks must be properly aligned. Management must approve the materials to be used in the event of replacement. Sections may be replaced in parts, but must be painted to match the rest. Skirting must be maintained in the original color unless permission to change the color is obtained from management.

d) Block walls

Homes with block walls should have existing cracks in the surface filled to prevent further damage. Access panels and vents should be kept in good condition. We recommend that vents be left open in the warmer months and kept closed in the cooler months.

e) Siding and Shutters

Homes in the Village are typically sided with either wood, metal or vinyl materials. Missing or damaged sections are not permitted. Maintenance includes cleaning and/or painting as needed. Homes may only be repainted in the original color unless permission to change the color is obtained from Management. Management must approve the materials and/or colors to be used in the event of replacement.

f) Windows and Doors

Damaged windows and doors are not permitted. Screens must be kept free of tears and holes. Maintenance includes cleaning and/or painting as needed. Window and door replacements should be done with materials of the same size in order to maintain the structural integrity of the home. Management must approve the materials and/or colors to be used in the event of replacement. No signs or stickers are permitted in windows. Clutter should not be visible from the exterior of the home.

g) Window Treatments

All window coverings should be securely mounted and in good condition.

h) Soffit and Fascia

Missing, damaged or rotten sections are not permitted. Maintenance includes cleaning and/or painting as needed. Management must approve the materials and/or colors to be used in the event of replacement.

i) Gutters and Downspouts

Missing or damaged sections are not permitted. Maintenance includes cleaning and/or painting as needed. Management must approve the materials and/or colors to be used in the event of replacement. We encourage the use of downspout extenders to keep water away from the home.

j) Roof

Missing, mismatched or damaged shingles are not permitted. Periodic inspection by a licensed contractor is recommended for all homes. Roofs should not be overlayed (new shingles placed on top of existing shingles) in order to maintain the structural integrity of the home. The original pitch of the roof may not be changed. Management must approve the materials and/or colors to be used in the event of replacement.

k) Decks and Patios

Decks and patios must be free-standing and may be constructed of concrete, pavers, bricks, wood or composite decking. The addition or replacement of these surfaces must be approved by management and meet local building codes. Decks and patios may not be used for storage. Outdoor furniture and grills in good condition are the only permitted items for decks and patios.

1) Deck and Patio Covers and Enclosures

Decks and patios may be covered or enclosed. The roof pitch must fall within the range of 2-12 to 5-12. The roof may be constructed of wood with shingles or aluminum. The roof must be free standing and supported on all four corners. Enclosures shall be screened in and contain windows, doors or sliders. The addition, modification or replacement of a cover or enclosure must be approved by management and meet local building codes. Enclosed porches may not be used for storage.

m) Storage Buildings/Sheds

Storage buildings/sheds are permitted for homes that do not have a garage. Sheds must not exceed 8' X 8' in size and only one shed is permitted. The size, construction and location of storage buildings must be approved by Management prior to being placed on the site.

All sheds must be kept in good repair and freshly painted in its original color or to match the home. Sheds must be maintained and free of damaged or rotted materials. Management must approve the materials and/or colors to be used in the event of replacement. Sheds may be constructed of wood, aluminum or vinyl materials. Sheds must have a door. The roof must be an A-frame style and the pitch must fall within the range of 2-12 to 5-12 inch ratios.

n) Garages

Garage homes may not have additional storage/sheds. Missing or damaged vinyl siding is not permitted. Fascia, soffits, gutters and downspouts must be maintained. Maintenance includes cleaning and/or painting as needed. Management must approve the materials and/or colors to be used in the event of a garage door replacement. Concrete floors should be kept free from cracks and holes. Periodic maintenance is recommended.

o) Walkways

Walkways may be constructed of concrete, pavers, bricks or stepping stones. All surfaces should be maintained and kept free of tripping/safety hazards. The addition or replacement of these surfaces must be approved by management and meet local building codes.

p) Access Steps

Steps must be free-standing and may be constructed of wood, aluminum, concrete or composite decking. Handrails are required and must meet local building codes. Ramps are permitted but must meet local building codes and be approved by management. In the event of replacement, plans must be submitted to management for approval. Aluminum steps will only be permitted at side entrances.

q) House Numbers

Your house number must be attached to the street side of your home or on the lamppost in numbers not less than three inches (3") high.

r) Lampposts

One exterior lamppost (in some cases two) has been provided with your home. This is the main form of street lighting. The Village is responsible for maintaining the lamppost in working condition. The Resident is responsible for replacing the light bulbs and maintaining a working outlet (located underneath the home) as needed.

18. DAMAGED HOME

If a home is substantially damaged by fire, storm or other cause, the Resident shall repair or remove the damaged home within sixty (60) days or Management may do so at the Resident's expense. If the Resident elects to repair the damaged home, such repairs shall begin as soon as practicable. The exterior of the home shall be repaired within sixty (60) days from the date of damage. If the damage cannot be repaired within sixty (60) days, Management may require that the home be removed from the Village.

19. ABANDONED HOME

"Abandoned mobile home" means the vacating of a mobile home by a resident without notice to the community, together with the nonpayment of required rent, fees, service charges and assessments and one or more of the following:

- a) The removal of most or all personal property from the mobile home.
- b) Failure to use, maintain or return to the mobile home.
- c) Cancellation of insurance covering the mobile home.
- d) Termination of utility services to the mobile home.

Section 505. (of the Landlord and Tenant Act) Abandoned Mobile Homes. - (a) If a mobile home is abandoned by its resident for a period of thirty days or more, the owner of the mobile home park or other person or persons responsible for operation of the park may:

- Enter the mobile home and secure any appliances, furnishings, materials, supplies or other personal property therein and disconnect the mobile home from any utilities.
- Move the mobile home to a storage area within the mobile home park or to another location deemed necessary and proper without the requirement of obtaining a removal permit from the local taxing authority which would otherwise be required under section 407(e) of the act of May 22, 1993 (P.L. 853, No. 155), known as "The General County Assessment Law," or section 617.1 of the act of May 21, 1943 (P.L. 571, No. 254), known as "The Fourth to Eighth Class County Assessment Law." The mobile home shall continue to be subject to the lien for taxes assessed against it, but the real estate on which the home was and is located shall not be encumbered by the lien. The former mobile home residents shall be notified by mail and by posting on the home and at any other known address, or by any other means by which notice may be achieved, that the mobile home has been moved and of the new location of the mobile home.
- Assess removal charges and storage charges against the former mobile home residents.
- A person or persons acting as authorized under subsection (a) are not responsible for any loss or damage to a home or its contents or for any taxes, fees, assessments or other charges of any kind relating to the abandoned mobile home unless it is proven that the home removed was not an abandoned home, in which case the community owner and his agent shall be liable for the loss incurred by the homeowner.

20. INSURANCE

Resident's home and property are not insured by Landlord's insurance. Resident is responsible for insuring Resident's property and home located in the Village.

Resident shall maintain insurance on the home, which insurance shall cover 1) damage to the property of Resident or Resident's guests, and 2) injury to persons occurring on or about the Premises. Resident, upon request by Landlord, shall provide Landlord with written evidence of such insurance, known as a Certificate of Insurance.

21. TREE AND LAWN MAINTENANCE

Your lawn and its appearance are very important to all residents in the Village. All lawns must be cut and trimmed at all times. Shrubs, trees, flower beds, and other similar items must be maintained at all times. Leaves must be raked and put into heavy duty plastic bags, which will be collected by trash hauler provided by Management.

Residents are responsible for the maintenance and upkeep of all trees and shrubs located on their homesite. Residents must obtain written management approval before removal of a tree.

In the event the Resident fails to maintain his/her lawn in a neat and orderly condition, Management reserves the right to enter the site after reasonable notification in order to provide proper maintenance for which the Resident will be charged. During drought emergencies water restrictions mandated by state and local authorities may be implemented. Residents and Management are required to abide by the restrictions during those times.

To avoid damage to underground utility lines, prior permission must be obtained at the Village office before digging for the planting of additional trees or shrubs. Management pays a yearly fee to PA One Call and will facilitate the marking of underground utilities near your homesite as needed. You will not be charged for this service.

22. SNOW

When accumulation reaches two (2) inches, we will begin the process of clearing snow. The snow plow operators will first plow the main entrance and loop roads followed by side streets. Next, they will plow the clubhouse and the mail stations. This procedure may have to be repeated several times depending upon the accumulated amount of snow. If any residents are desirous of shoveling out driveways and parking areas prior to the snow removal being completed, please note that there is a good chance that additional snow will be plowed into driveways and parking areas. Residents are responsible for clearing snow from their driveways, parking spaces and sidewalk.

A reasonable time to expect the plowing to be completed on normal snowfalls would be between two (2) and four (4) hours after the snow has stopped falling. After the community entrance, streets, clubhouse parking, mail stations and service roads are completed, the staff must then make all fire hydrants and storm drains accessible.

Please be sure not to park cars in the road or at the end of dead end streets – this is where the plowed snow will be pushed. Do not extend the rear of your vehicle into the roadway; this is dangerous and also impedes the widening of the roads. Please do not leave trash and/or recyclables in areas that still have to be plowed.

In the event that snow accumulation reaches more than six (6) inches, Management will help to clear parking areas and driveways. This is not to replace regular shoveling that will be required with any snow accumulation, but should assist residents with significant accumulations. Residents who wish to have their driveway or parking spaces cleared should move their vehicle(s) and should be prepared to show the plow operators the area to be cleared. If your space is missed, please call the Management office as soon as possible so that you may be added to our clear list.

23. UTILITIES

Each Resident is responsible for maintaining a tight connection on all sewer-line connections under his/her home.

Each Resident is responsible for maintaining tight connections on water lines at the point of connection from the water meter to the house. It is the responsibility of Residents to notify the Management Office of any suspected or confirmed water leaks.

It is very important that you know how to read your water bill and your water meter. Being able to do so may save you from costly water leaks. Please note that you are responsible for the consumption (as well as the loss) of all water from the meter to your home.

HOW TO READ YOUR WATER BILL

- 1) Check to make sure the current reading on your last bill is the same as the previous reading on your new bill.
- 2) Deduct the 'previous' number from the 'current' number and this will give you your actual usage.
- 3) Normal usage is between 100 and 125 gallons per day, per person living in your home.

4) You can also verify the accuracy of your bill by reading the remote located on the exterior of your home.

If you find that your usage is higher than average, it is time to LOOK FOR LEAKS! If you need further assistance in locating the source of your leak, you may contact our Service Department or a qualified plumber.

Each Resident is responsible for keeping his/her own water and sewer connections from freezing from the ground up. For a home on a concrete slab this is accomplished by closing the access panel and vents in the block wall. For homes not on a concrete slab, this is accomplished by using electric heat tape and/or insulated pipe wrap to prevent freezing. Any damages resulting from frozen pipes will be the responsibility of the Resident. Residents must ensure that the heat tape on the home's water line is turned on and working by October 15th of each year.

No resident is permitted to tamper with or change any of the electrical supply boxes of Management, or to disconnect, change or connect, or to make any changes in the water or sewer lines. If you or your landscapers inadvertently damage a water shutoff or sewer cleanout, please notify the management office so that it can be repaired. There will be no charge for these repairs.

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

24. HEATING AND AIR CONDITIONING

All homes in the Village are equipped with an electrical heat pump. Window or through-wall air conditioning units are not permitted.

25. TELEVISION

Cable TV is available in the Village and cable TV information is available at the Management office. Antennas and satellite dishes are permitted and must be approved by Management for both size and placement.

26. TRASH/RECYCLING

A. Trash

Each Resident is required to have at least one trash receptacle or can for the purpose of disposing of trash. Trash may not be put out for pick up any earlier than 7:00 p.m. on the night preceding pickup. Other than trash pick-up days, all cans and carts must be kept in your storage building, garage or other discreet location. For any large item pick up, call the Management Office for the contact information of the trash hauler.

The installation and use of garbage disposal equipment is expressly prohibited.

B. Recycling

Recycling is required by Buckingham Township. If a holiday falls on the recycling collection day, items will be picked up on the next regularly scheduled recycling collection day. Information regarding the items included in the recycling program, procedures for preparing these items for collection and collection scheduling is available at the Management office.

27. VEHICLES

Operation of unlicensed, unregistered or uninsured vehicles is strictly prohibited within the Village. No person will be permitted to operate any vehicle in the Village without a valid operator's license.

With the exception of equipment operated for the maintenance and/or improvement of the Community, the following are not permitted at any time in the Community: (1) mini-bikes; (2) dirt bikes; (3) motorcycles; (4) go-carts; (5) 3-wheelers; (6) 4-wheelers; (7) snow mobiles; (8) dune buggies; (9) immobilized or disabled vehicles; (10) vehicles over 3/4 ton in gross vehicular weight; and (11) unregistered or uninsured vehicles.

A. Speed Limit and Traffic Laws

A speed limit of fifteen miles per hour (15 mph) will be observed throughout the Village at all times. 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. Reckless driving is prohibited.

B. Parking

Two (2) off-street parking spaces are provided for each non-garage house. Garage homes have a driveway and may park cars there. Extra parking is available for guests at the Clubhouse. Overnight parking on the streets will not be permitted. Parking stickers will be provided for each resident's car and should be placed on the driver side of the rear bumper.

Overnight or repeated parking or storage of recreational vehicles or commercial vehicles is not permitted. Commercial vehicles include vehicles which are titled as a commercial vehicle or which are used primarily in the operation of a business. Examples of such are 15-passenger vans and cargo or utility vehicles. Parking of unlicensed, unregistered, uninsured or inoperable vehicles is strictly prohibited within the Village.

No Resident may park or store (or permit to be parked or stored) motor vehicles, motorcycles, golf carts, or lawn mowers on patios or lawns within the Community. Vehicles that do not meet the necessary requirements to be parked in the Village may be towed at the owner's expense.

Resident shall neither encumber nor obstruct the driveways or parking areas but shall maintain them in a clean condition, free from debris, trash, refuse and other obstacles.

C. Repairs

Repair of motor vehicles or golf carts in the Village is not permitted. Car washing is permitted except under drought conditions.

D. Golf Carts

Golf carts are permitted in the community, but must be registered with the Management Office. Residents must have golf carts properly insured. Golf carts must have headlights and taillights and be kept in good repair at all times. Golf carts may be driven only by licensed residents. Golf carts must be kept in a garage, driveway or parking space only.

28. REMOVAL OF HOME FROM THE COMMUNITY

Resident must comply with the following requirements for removal of a home from the community:

- a) Notify Management Office to terminate lease at least sixty (60) days in advance in writing.
- b) Present a tax release from the Buckingham Township Tax Collector.

Any equipment, fixtures, goods or other property of Resident not removed by Resident upon the termination of the lease or quitting, vacating or abandonment of premises by Resident, or upon Resident's eviction, will be considered abandoned and Landlord will have right, without notice to Resident, to sell or dispose of, at expense of Resident, and will not be accountable to Resident for any part of the proceeds of the sale, if any.

Your home may not be removed from the Village unless all rents, fees, charges and/or assessments are paid to the end of the term. Management may prevent the removal of a home to enforce this rule. Homeowners are advised that prior to removing a home from the Village, required permitting from the local township authorities must be shown to the Management Office.

The rules governing abandoned manufactured homes are set by statute.

29. REPLACEMENT OF HOME

In special circumstances due to extensive damage or age, you may wish to replace your home rather than rehabilitate. Please contact the Management office for more information.

30. SELLING YOUR HOME

Only the Management has the right to rent a site to a Resident or prospective Resident of this community. No part of this right is now or ever shall be delegated to any other person or entity. No site shall in any way be rented, leased, sublet or otherwise occupied by any person other than those to whom Management has rented. Said individuals must be on the lease.

In the event you decide to sell your home you agree to comply with the following provisions:

Re-sale Home Inspection

- Prior to listing your home for sale you shall permit the Management to inspect the home, including additions and sheds, to determine whether or not the home meets the community standards with respect to appearance and safety conditions, in order that the home may remain in the Community upon resale. A copy of this inspection will be provided to your buyer at the time of application for residency. Management reserves the right to perform said inspection immediately upon listing the home for sale. Please let us know as soon as you decide to sell your home so that we may promptly complete your inspection.
- The following items and others will be reviewed by Management: skirting/block wall, lawn, flower/shrub beds, shrubs/trees, parking area/driveway, storage building, shutters/doors (paint), external appearance, deck/patio, roof, porch, gutters/downspouts, sidewalks, curb stops, access panel, undercarriage, sub-floor and tie-downs.
- Management shall notify you of the results of the inspection, in writing, within ten (10) days of the inspection and shall furnish you with (1) a written list of any necessary repairs, modifications and/or changes which must be completed prior to occupancy by any purchaser; or (2) a statement that the home does not meet the resale standards and may not remain in the Village after the sale.
- Any home sold and retained in the Village after resale and occupied by the purchaser
 without approval of Management will be removed immediately from the Village at your
 cost. Any new occupant in a home sold without approval of Management will be treated
 as a trespasser.
- This inspection serves to ensure that your home meets community guidelines and standards and is <u>not</u> a substitution of a home inspection by a licensed Pennsylvania Home Inspector.

<u>Listing Your Home For Sale</u>

- You have the right to sell your home in place, on site providing you have received approval to do this by the Management office.
- Management will provide the homeowner (seller) with the current fee disclosure document, a cover sheet and any other documents required by Pennsylvania law which must be given to prospective buyers.
- You may use McKee Realty, the Village of Buckingham Springs sales organization, to sell your home, or;
- You may undertake the sale of your home yourself, or;
- You may use an outside source to sell your home provided they are licensed in the State of Pennsylvania to sell manufactured homes.
- You are required to notify the Village of Buckingham Springs office of whom (agent or sale by owner) you have selected to sell your home within five (5) days of signing the listing agreement.

For Sale Signage

• Only one exterior professionally made "For Sale" sign, size not to exceed 24"x30", is permitted by you or any organization you select to sell your home. This one sign will be positioned on your lawn and at no other location within the Village of Buckingham Springs. No signs will be permitted in windows or attached to the home. Open House signage will be permitted the day of an event only.

Obtaining a Buyer for Your Home

- Any agreements made with a buyer of your home must be contingent upon Management approval of the buyer.
- Management will enter into a new lease with your home buyer only if the home has passed the re-sale inspection.
- A meeting between the buyer and Management is required to ensure that the buyer receives a copy of the rules and regulations, the lease agreement, the required fee disclosures and to ensure that buyers meet the requirements of home ownership in the Village and further agree to abide by the same.
- Management reserves the right to determine if the purchaser is financially responsible to live in the Village of Buckingham Springs.
- After the conclusion of the 5 day waiting period, Management will provide written notice of approval to the buyer.
- Approval of the buyer shall not unreasonably be withheld by Management.
- The buyer of your home must execute a land lease agreement and written acknowledgement of the rules and regulations with the Management prior to taking occupancy in the Village.
- Potential buyers must complete an Application for Residency. Credit checks and criminal background checks will be performed on all potential Residents.

Right of First Refusal

• Sellers must provide a true, correct, and complete copy of any offer to purchase their home that the seller intends to accept. The McKee Group will then have a period of ten

(10) business days after the date of receipt to decide whether or not to accept the offer to purchase the home at that same price and for the same terms set forth in the offer.

31. VILLAGE ID CARD

Upon approval of application and settlement of home (where applicable), every Resident will be issued a Village Identification card.

32. RECREATIONAL FACILITIES

- The use of the recreational facilities is restricted to times determined and established by Management.
- The use of the pool and recreation facilities is permitted upon the presentation of your Village I.D. card and subject to these rules and regulations and other rules which may, from time to time, be established by Management.
- Any resident permitting another person to use his/her Village I.D. card will forfeit all privileges.
- Alcoholic beverages are not permitted within the recreation areas except when approved for special events by Management.
- All persons using the recreation facilities do so at their own risk and sole responsibility.
 Management does not assume responsibility for any accident, injury, loss, damage to personal property, or any other loss incurred in connection with such use.
- Residents and guests covenant and agree with the Management for, and in consideration
 of, the use of the Village facilities and other good and valuable considerations to make no
 claim against the Management for or on account of any loss or damages to life, limb or
 property sustained.
- Residents and their guests agree to hold Management harmless from all liabilities and actions whatsoever by any other resident or guest(s) involving any Village facilities.
- The entire facilities of the Village are under direct supervision of the Management who reserve the right to impose temporary or permanent suspension of use of Village facilities after prior notification and warning of misconduct.
- Resident is responsible for all guests/visitors/invitees and their actions. Guests/visitors/invitees must be accompanied by a Resident at all times.
- Suitable attire is required. Management reserves the right to determine and enforce dress codes as appropriate.

33. SWIMMING POOL

Pool opening and closing dates, which are usually weekends from Memorial Day through the second weekend of June and thereafter daily to Labor Day, are dependent upon weather conditions. Hours and days of operation will be established by Management.

Health and Safety Rules

- Residents are required to present their Village I.D. card to gain entry to the pool. Residents and guests are required to sign in prior to entering the pool area. Residents must be present at the pool during their guest's use of the same.
- Residents will be permitted to invite a limited number of guests (maximum of 4) who will gain admittance only upon presentation of a guest pass by a resident. Management may restrict this number, if necessary.

- Residents are responsible for the conduct of their guests.
- Tables and/or chairs may not be reserved.
- Management has established a specific swim time set aside exclusively for adults. The first 15 minutes of each hour will be adult swim.
- At the discretion of the lifeguard, a rest period may be signaled wherein everyone will be instructed to clear the pool.
- No glass containers of any kind are permitted inside the pool area. Alcoholic beverages are not permitted.
- All objects such as balls, inner tubes, rafts and inflatable air mattresses will not be permitted except by permission of the lifeguard.
- No running is permitted in the pool area. No diving or "horseplay" is permitted in the pool.
- No person with fever, colds, cuts, sores or bandages will be allowed the use of the pool.
- No pets are permitted at the pool or recreational area.
- All trash, other refuse and cigarette ashes and butts must be disposed of properly.
- Swimmers must wear proper attire in the pool. Children who are not potty trained are not permitted in the pool.
- All injuries must be reported, without fail, to the lifeguard and/or the Management office immediately.

Guests

- Residents will be permitted to invite a limited number of guests who will gain admittance only upon presentation of a guest pass by a resident.
- Guest passes may be purchased at the management office. Individual passes are \$5.00; a book of five passes may be purchased for \$20.00.
- Residents are responsible for the conduct of their guests.
- Residents must accompany and remain with their guests at the pool at all times.
- Management may, at any time, restrict the number of guests permitted to enter the pool, or review or eliminate any rules dealing with guests.

34. GENERAL RULES

- All Residents must perform all obligations under their respective lease agreements with Landlord. Any breach of a Community Lease Agreement by a Resident shall be a violation of these Rules.
- Each Resident's homesite is private property and may not be used as a thorough-fare from one site to another. However, Landlord (and those acting on behalf of Landlord) reserves the right to enter any site at any time.
- Loud TV's, radios, CD players or any other similar disturbing noise, bows and arrows, BB guns, pellet guns, rifles, or any other similar weapon, fireworks, and skateboards are not permitted.
- Loud parties will not be permitted. Noise must be held to a minimum after 10 p.m.

- Additionally, the following items are not permitted on or around your home: exterior clotheslines, fences, exterior fuel storage tanks.
- Seasonal decorations are permitted subject to a time period of 30 days prior to and 30 days following a holiday.
- Burning of leaves, trash, garbage, and other refuse is not permitted in the Village.
- Solicitation is not permitted in the Village unless authorized by Management in which
 case the soliciting person will have a letter of authorization from the Management office.
 Residents are requested to notify the Management Office if unauthorized solicitation
 occurs.
- Residents are permitted to invite to their homes vendors such as tradesman, deliverymen or suppliers of various goods and services and to purchase goods and services from a vendor of the resident's own choosing. However, vendors will not be permitted to solicit in the Village except by permission of Management. Residents are requested to notify Management immediately if vendors are attempting to solicit on the Village premises without proper identification and Management authorization. Vendors, even if authorized, will not be permitted to deliver goods or provide services in the Village before 8 a.m. or after 6 p.m.
- Residents assume all responsibility of any kind associated with the possession, use, storage, security and safekeeping of all personal property located in their homes.
- Management 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, the electrical 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 agents, guests, licensees, invitees, assignees or successors, or attributable to any interference with, interruption of, or failure, beyond the control of Management of any services to be furnished or supplied by the Management. Residents are urged to obtain the necessary insurance against these contingencies.
- Management is not responsible for damage, injury or loss due to fire, theft, windstorm, flood or other forms of casualty to the home, autos or other personal property belonging to Village residents.
- Persons who have been convicted at the district or trial court level of a felony or any offense covered by Megan's Law shall be ineligible to either be approved as Residents or to continue their occupancy of the Community as Residents. Management shall have the right to immediately terminate the Lease Agreement of any Resident who is ineligible under the foregoing provision or any Resident who allows a person ineligible under the foregoing provision to reside in their home in the Community.
- Signs of any kind are not permitted in the Village. Exception: See section "Selling Your Home".
- Residents will be held responsible for all actions of their guests. Residents shall be liable
 for all damage to property of the Village caused by the residents, resident's family,
 contractors or guests.
- Residents are expected to cooperate and abide by Management's decisions. Residents are
 not permitted to interfere with or reprimand employees of the Village. If a difference of
 opinion should arise, Residents should advise the Management of the Village of
 Buckingham Springs.

- Concerns or complaints regarding rule violations by neighbors must be put into writing and submitted to Management before any action will be taken.
- Conduct that is considered abusive or threatening is not permitted. Profanity in shared spaces will not be tolerated.
- All goods and personal property of any kind in or upon the leased premises is the sole
 responsibility of the Resident and in no event will the Landlord be liable for any loss or
 damage to the goods or property for any reason.
- Yard sales are not permitted in the Village.
- Under no circumstances are contaminants, flammable materials or hazardous materials to be stored at the home, homesite, in the Village; or released into the community or community systems.
- If any term, covenant, condition or provision of these Rules shall to any extent be deemed invalid or unenforceable, the remainder of these Rules shall not be affected thereby, and each term, covenant, condition and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law.
- Open fires are not permitted at any time, at any location in the Community. Resident may have a fully contained, fully supervised charcoal or gas grill.
- No underground or above-ground storage tanks are permitted on any home site.

CHANGES TO RULES AND REGULATIONS

Landlord shall, from time, to time have the right to make reasonable changes and additions to the rules and regulations herein, in writing and distribute to all residents. Such changes shall be effective 30 days after distribution to all residents.

CONCLUSION

We strive to operate the finest residential community possible. The preceding Guidelines have been established in order to create and maintain an enjoyable, harmonious living environment for residents of the Village of Buckingham Springs. Such an environment is dependent upon each and every resident acting in compliance with both the letter and the spirit of these Guidelines. Any substantial or repeated violation of these Guidelines shall be grounds for eviction from the Village of Buckingham Springs.

Management reserves the right at any time to rescind, alter, or waive any of the preceding Guidelines when, in Management's judgment, it is deemed such action is necessary, desirable, or proper for the best interest of the residents in the Village of Buckingham Springs. Residents will be advised of any changes in the Guidelines at least thirty (30) days in advance thereof. No alteration or waiver of any Guideline in favor of one resident shall operate as a waiver in favor of any other resident. Management shall not be responsible to any resident for the non-observance or violation by any other resident of any Guideline at any time prescribed for the Village of Buckingham Springs. Resident is required to abide by all of the Guidelines herein and future lawful Guidelines that may be adopted.

If at any time you have any questions or concerns regarding the Village of Buckingham Springs, please call the Management Office at 215-368-3663 so that we may assist you.

Once again, welcome to the Village of Buckingham Springs. We hope you continue to enjoy your new home and new lifestyle for many years to come!

AMENDMENT TO COMMUNITY GUIDELINES VILLAGE OF BUCKINGHAM SPRINGS

Paragraph 11 is hereby amended to add the following:

Feeding or caring for any animals other than the pets residents are permitted to keep under this Paragraph is not permitted. For purposes of this Paragraph, "conventional pets" shall be limited to domesticated animals, e.g., dogs and cats, commonly kept as pets. Neither wild nor feral animals shall be permitted to be kept, fed or cared for as pets under this Paragraph; provided that residents shall be permitted to have one (1) hanging birdfeeder.

The foregoing shall be effective thirty (30) days from the date of distribution hereof to the residents pursuant to the "Changes to Rules and Regulation" provisions of the Community Guidelines.

Dated: May 27, 2015