## LAUREL HIGHLANDS CAMPLAND 1001 Clubhouse Drive Donegal, PA 15628 (724) 593-6325 / fax (724) 593-3472

# **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. <u>RENT</u>

- a. All rent is due the first of each month.
- b. All checks/money orders are to be made payable to Lauderdale Laurel Highlands, LLC and are to be sent to the address above.
- c. A late fee of <u>\$45.00</u> will be assessed if rent doesn't reach the clubhouse office by the 10<sup>th</sup> of each month. The late fee will be assessed to all accounts with a balance due.
- d. A fee of  $\frac{40.00}{100}$  will be assessed for any check returned by the bank.
- e. A charge of <u>\$1.70</u> per 100 gallons will be assessed for any usage over 2000 gallons each month and is due at the same time as the rent. The above late fees will be applied to any unpaid water balances if not paid before the  $10^{\text{th}}$  of the month.
- 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. <u>VEHICLES</u>

- 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 <u>dirt bikes</u>, <u>mini bikes</u>, <u>razors</u>, <u>dune</u> <u>buggies</u>, <u>quads</u>, <u>snow mobiles</u>, and <u>go-carts</u> within the park is <u>STRICTLY</u> 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 <sup>3</sup>/<sub>4</sub> ton capacity are prohibited from parking in the park.

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

#### 3. <u>PETS</u>

- 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. 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 Rottweilers, Pitbull's, 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. 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(s) legitimate complaints will not be allowed to remain in the community. In the event of complaints from residents about your pet, and if investigations reveal 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.
- f. Pets are not allowed in the laundry facilities or in other recreation buildings/ areas.
- g. In accordance with Act 188-2018, which governs "service/assistance animals", anyone with assistance animals would hold the landlord harmless for any injuries the animal may cause to others. Be advised that misrepresenting the therapeutic need for an assistance animal or fraudulently labeling a pet as an assistance animal is a crime and cause for termination of your rental agreement. Charges can/will be filed against anyone caught misrepresenting their animal as an "assistance or service animal".

#### 4. MAINTENANCE

- a. Maintenance hours will be posted at the clubhouse and are subject to change due to various seasons. You may only contact the maintenance supervisor after hours if it is an emergency. Such emergencies include but are not limited to: water leaks, sewage back up, or electrical problems. If there is anything that may be a potential harm to anyone, please notify someone immediately.
- b. Lawns, landscaping, trees, and shrubs on each site must be maintained by the Resident. Residents are to 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 campground will cut it at a fee of \$35.00 per cut per site without further notice.

- c. It is the responsibility of the resident to maintain their campsite or 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 homes and camper 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 both mobile home lots and camping lots are responsible for maintaining tight drains to sewers and to have properly insulated water lines to avoid winter time freeze ups. Campers should be having their water lines heat taped by October 31<sup>st</sup>. 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, etc. is permitted so as to be exposed to view.
- g. Consult Park management before any type of digging due to utilities. Shrubs and concrete shall become part of the premises and cannot be removed.
- h. Storage sheds are recommended; however, before installation contact management for size and 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.
- i. Swimming pools are NOT permitted. Fences are permitted after consulting management as to placement and type.
- j. 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.
- k. No flex pipe sewer lines are permitted on permanent camping sites.
- 1. There is a fee of \$25 per hour for the use of the maintenance staff.
- m. Picnic tables will not be provided for permanent sites. Campers, who remove picnic tables from temporary sites, must return them.
- n. There is absolutely no outside burning other than gas/charcoal cooking grills or approved fire rings.
- o. There will be a maintenance fee for moving campers or sheds.
- p. All add-ons (to include decks and room additions) must be approved by Management BEFORE construction.
- q. Property lines are subject to Management interpretation. Typically, all sites run from the electrical pedestal to the road.
- r. There will be a \$200.00 charge to unfreeze any water line. Management is not responsible for any damage that may arise from unfreezing water line.

#### 5. GARBAGE

a. All garbage is to be dumped in approved dumpsters at the top of the hill or in the back corner of the park.

b. All garbage shall be placed in the dumpster and not piled around it.

c. Refrigerators, tires, batteries, mattresses, bed springs, etc. are not permitted in the dumpsters 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.

d. Do not overload golf cart or UTV! All persons must be sitting on a seat and not standing.

e. Golf carts and UTVs must be insured and a copy of the insurance policy must be filed in our clubhouse office.

f. Excessive speeding is not allowed! 10 MHP is the maximum speed.

g. Anything with a motor/engine must adhere to golf cart rules and must be properly insured.

#### 7. <u>CHILDREN & GUESTS</u>

- 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 campsites 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 campground must wear a safety helmet when riding bicycles, rollerblading or skating. This is a state law.
- e. No ball playing or Frisbees are to be played in the streets or yards. A playground is provided for these activities.
- f. Residents are responsible for their child(s) and their guest(s) actions in, on, or around the playground. For example: If a child or a guest of the resident takes sand into the restrooms, it is the resident's responsibility to clean it up. If damage is caused to the playground, building(s), or common ground(s) by the Resident, the Resident's child(s), or the Resident's guest(s), the Resident will be responsible for the cost of repairing the damage. Failure to pay for the damage can result in termination of your rental agreement.
- g. Guests must register with park management if they plan to stay more than 15 consecutive days.

#### 8. <u>CLUBHOUSE/LAUNDRY</u>

- a. All children, 12 and under, must be accompanied by an adult when in the clubhouse or pool area. Shoes are required inside the clubhouse at all times.
- b. Clubhouse hours are subject to change during different seasons.
- c. Residents/Guest must respect all equipment provided for resident/guest enjoyment and will be held responsible for any damages caused by them or their guests.
- d. Laundry room hours and rules are posted at the facility. Facilities and equipment in the laundry room are to be used only for their designated purpose. The management assumes no responsibility for the proper operation of any of the equipment. The availability of the Laundromat is subject to termination by the management at any time upon proper notice.
- e. Resident/guests must leave the laundry room and its equipment clean after each use. No laundry shall be left unattended at any time.
- f. Smoking is NOT permitted in the clubhouse and laundry room!
- g. Alcoholic Beverages are NOT permitted in the clubhouse except at private functions i.e. wedding receptions, parties etc. if approved by management.
- h. Outside food is not permitted at the snack bar. This rule does not apply to private parties or functions held in the clubhouse.

#### 9. <u>POOLS</u>

- a. Pool hours are from 9:00 a.m. to dusk. No one is permitted in the pool area before or after the pool hours posted.
- b. All swimmers must sign in before using the pool. The pool area cannot be reserved.
- c. Pool rules are posted in pool area and are strictly enforced. There is no lifeguard on duty. Swim at your own risk. Absolutely no diving and horseplay (running and jumping) in and around pool area! Do not hang on dividing rope. Foul language is prohibited at the pool. Those caught using foul language will be asked to leave the pool.
- d. Smoking, food, alcohol beverages and glass containers are prohibited in the pool area.
- e. No swimming in inclement weather. The pool will be closed and everyone will be required to leave the pool area in case of lightning or threatening weather.
- f. Only appropriate swimming attire allowed. No t-shirts or cutoffs jeans allowed in pool.
- g. Plug-in devices are not allowed in the pool area. Battery operated radios, CD players, etc. Are allowed and the volume must be kept at a minimum so as not to disturb or irritate other people.
- h. **Diapers are prohibited in the pool**. Infants must wear pool appropriate "Little Swimmers" to be allowed in the pool. The use of suntan oils is prohibited in pool. You must shower before entering the pool.
- i. Floats, inner tubes, rafts, and balls are prohibited in the pool. Noodles, arm bands, and inflatable vest are acceptable.
- j. Management is not responsible for lost or stolen items.
- k. Management reserves the right to restrict or refuse use of the pool area to any person who violates the pool rules.
- 1. Pools are free to residents and their immediate family such as parents, children or grandchildren. Friends, cousins, etc. are required to pay a fee. Seasonal swim passes are available.

#### 10. 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. Physical and verbal confrontations will not be tolerated.
- 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. Fines can also be issued to the tenant for Rule infractions, the amount will be based on the infraction. Failure to address the complaint will result in additional Fines. You have 10 days to correct the issue(s) or appeal to the office.
- 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. Alcohol is permitted at the pavilion during campground activities (i.e. dances, DJ, Bands) or at campsites or home sites; however, 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 (with the exception of BINGO), 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.
- h. **FIREWORKS OF ANY KIND ARE PROHIBITED** AND ARE NOT PERMITED IN THE CAMPGROUND! THE LOCAL AUTHORITIES WILL BE CONTACTED FOR ANYONE CAUGHT SHOOTING OFF FIREWORKS. VIOLATION OF THIS RULE CAN RESULT IN TERMINANTION OF YOUR RENTAL AGREEMENT. (The park will attempt to do 1 firework display on the 4<sup>th</sup> of July if weather and conditions permit.)

#### 11. SALE OF MOBILE HOME/ CAMPER

- a. You must consult management prior to selling.
- b. New purchaser must be approved by park management and must complete a credit/background application and lease before moving into a home or RV.
- c. Security Deposit must be paid in advance by new tenant before moving in.
- d. Seller must provide copies of school, county, and township taxes.
- e. No subletting or renting is permitted. Rent to own is permitted with proper approval.
- f. All landlord waivers required by lending institutions require rent to be paid three months in advance and maintained that way until such time that home is paid off or removed from park.
- g. Only people listed on park rental application are authorized to live in the home or RV. 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

may be required if the heirs plan 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.

- h. Mobile home or campers cannot be removed from park unless all rent, fees, charges, or assessments are paid to the end of the month. Park management may prevent the removal of a home to enforce this rule.
- i. 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.

#### 12. MOBILE HOME LOTS/CAMPING SITES

- a. All mobile homes and park models 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. All security deposits are due at "Lease" or "Campsite Agreement" signing and must be paid by the new Resident prior to taking possession of site. **NO EXCEPTIONS!**
- d. You must have park management's permission to move your home or RV from one site to another within the park. There will be a \$50.00 administrative fee for this process.
- e. 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,
- f. With respect to any mobile home or camper which is left abandoned in this park for a period of 30 days or more, the park management may enter the home, secure any loose or movable appliances, materials, furnishings, or supplies, and move the home to a storage area or other location. The park owner will have no responsibility for safeguarding the home or its contents.
- 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 Laurel Highlands Campland 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.
- s. 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: Lauderdale-Laurel Highlands, LLC
  D/b/a Laurel Highlands Campland
  850 SW Martin Downs Blvd
  Palm City, Florida 34990
- 1. 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. <u>EVICTION</u>

- a. The rules set forth here govern the terms of your lease or occupancy agreement with this mobile home park. The law requires all 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.

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

### ACCEPTANCE OF THE GUIDLEINES 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 D

Date

Signature of Management Date