

**“EXHIBIT A”**

**ARBOR GATE, A LEASHOLD RESIDENTIAL PARK  
SECOND AMENDED RULES & REGULATIONS  
EFFECTIVE 12/22/10**

THESE RULES AND REGULATIONS are established by Arbor Gate, Ltd., owner of Arbor Gate. Arbor Gate, Ltd. is the same entity referred to as “Declarant” in the Declaration of Covenants and Restrictions for Arbor Gate, a leasehold residential park. Arbor Gate, Ltd. establishes these Rules and Regulations under authority granted in the Declaration at paragraph 7. Arbor Gate reserves the right to interpret, apply, modify, waive, and enforce these rules and regulations as deemed appropriate under the particular circumstances in its sole discretion.

**A. Residents.**

1. Persons residing at an Arbor Gate dwelling for more than seven consecutive days or ten days, cumulatively, in a six month period are “residents”. Arbor Gate, Ltd. may waive the definition of “resident” on a case-by-case basis in Arbor Gate, Ltd.’s sole discretion. All residents must sign a lease, and Arbor Gate reserves the right to accept or reject any person who wishes to be a resident in its sole discretion. Anyone who is not accepted as a resident must abide by these time limitations for living at Arbor Gate or legal action may be taken accordingly.
2. Arbor Gate is an adult community. At least one of the residents of each home in Arbor Gate must be fifty-five (55) years of age or older. However, one natural, adopted, or stepchild of a resident may be resident himself or herself, if he or she is at least twenty (20) years old. The surviving spouse of a deceased resident may continue to be a resident if the surviving spouse was a resident at the time of death, even if the surviving spouse is not 55 or older. A child of a deceased resident may continue to be a resident if the child was a resident at the time of death and is at least 45 years old.
3. Babysitting: residents are not permitted to babysit in their homes on a for-fee basis on a routine basis.
4. Guests: residents are welcome to host guests for up to seven consecutive days or ten days in a six month period. Longer stays must be approved by Arbor Gate, Ltd. in its sole discretion.

**B. Safety and courtesy.**

1. Streets are not for playing. Residents must be particularly vigilant to prohibit young guests from playing in the streets or otherwise disturbing the peace and quiet of the community as determined by Arbor Gate in its discretion.

2. Noise: Loud noise, including radios, televisions, music systems, or boisterous parties are prohibited at all times. Residents and guests shall refrain from any noisemaking or activity that can be heard beyond the boundaries of the Resident's dwelling lot between the hours of 10 p.m. and 7 a.m.

C. Structures and Installations.

1. Plans for any dwelling or addition must be approved by Arbor Gate, Ltd. prior to construction.
2. No utility buildings, or other out buildings are permitted on a lot.
3. Fences: fences are permitted only with prior approval by Arbor Gate, Ltd. No fencing in the front yard except decorative corner markers will be approved by Arbor Gate, Ltd.
4. Outdoor clotheslines: outdoor clotheslines are permitted only with prior approval by Arbor Gate, Ltd. Clotheslines will only be considered for approval behind the rear building line of a dwelling.
5. The following are not permitted on any lot or dwelling:
  1. commercial signs except for customary real estate sales signs;
  2. permanent flag poles in front of the rear building line of the house;
  3. solar collectors;
  4. window air conditioners in the front of a dwelling;
  5. outside antennas except 24-inch or smaller disc style antennas. The antennas may not be located on the front roof or front face of the house;
  6. swimming pools of any type;
  7. lawn ornaments in the front or side yards (including planting beds);
  8. generators except those approved by Arbor Gate, Ltd. and installed for emergency purposes only.

D. Streets and vehicles.

1. The Arbor Gate speed limit is 25 miles an hour.
2. Overnight parking on streets is prohibited. Visitors shall park either on the driveway of a dwelling or in areas designated by Arbor Gate, Ltd.
3. Commercial vehicles shall not be used or kept overnight anywhere in Arbor Gate.
4. Recreational vehicles, including trailers, motor scooters, motorcycles, motor bikes, ski mobiles, and motorized go-carts shall not be stored outside more than twenty-four (24) consecutive hours.

5. Outdoor mechanical repair of cars or other vehicles is prohibited. Cars dripping gas or oil must be repaired within ten business days of notice to the vehicle owner from Arbor Gate, Ltd.

E. Maintenance and Landscaping.

1. Residents shall keep walks and driveways safe – free of ice and snow in the winter; clean and free of debris in the spring, summer, and fall.
2. Residents shall keep grass mowed, shrubs trimmed, gardens maintained and their respective lot neat and well cared for. No trees shall be removed without written approval of Arbor Gate, Ltd.
3. If Arbor Gate, Ltd. considers a lot unsightly, Arbor Gate, Ltd. may give seventy-two (72) hours written notice to correct the condition. The notice shall include an estimate of cost which Arbor Gate, Ltd. will charge for correcting the condition if the Resident does not do so within seventy-two (72) hours of written notice.

F. Pets.

1. Two pets per household are permitted.
2. Pets must be kept on a leash and accompanied by Resident when outside. Resident is responsible to clean up all pet droppings, immediately.
3. Pets are subject to the noise regulations set forth above.

G. Garbage and Refuse.

1. All garbage shall be placed in plastic bags at designated areas for pick up.
2. Open fires of any kind are prohibited.

H. Community building. Banquet facilities and kitchen are available for private use if scheduled in advance with Arbor Gate, Ltd. Arbor Gate, Ltd. reserves the right to establish community building rules.

I. Amendment. These Rules and Regulations may be amended by Arbor Gate, Ltd. from time to time. Amendment shall be effective ninety (90) days after notice of amended Rules and Regulations have been distributed to residents.

J. Enforcement.

- a. Any alleged violation should be reported in writing to Arbor Gate, Ltd.

- b. If Arbor Gate, Ltd. determines that a violation exists, Arbor Gate, Ltd. shall give written notice by hand delivery or by registered or certified letter, return receipt requested to the resident alleged to be in violation. If, within thirty (30) days, the violation is not corrected, resident has an additional sixty (60) days to correct the violation. If the violation is not then corrected after the total of ninety (90) days (thirty (30) days plus sixty (60) days) Arbor Gate, Ltd. may take legal action to remedy resident's violation.
  - c. IF RESIDENT CONTINUES A VIOLATION OF THESE RULES AND REGULATIONS WHICH IS NOT CORRECTED AFTER THE TOTAL OF NINETY (90) DAYS AS EXPALINE DIN SUB-PARAGRAPH (b), IMMEDIATELY ABOVE, RESIDENT SHALL BE SUBJECT TO A FINE OF UP TO \$30.00 PER DAY. ARBOR GATE, LTD. SHALL ESTABLISH THE FINE WHICH SHALL BE PAYABLE TO ARBOR GATE, LTD. FOR AS LONG AS THE VIOLATION(S) CONTINUES. SEPARATE VIOLATIONS ARE SUBJEC TO SEPARATE FINES.
  - d. Arbor Gate, Ltd. may enforce these regulations and fines it levies in any court of competent jurisdiction, including the District Justice in this jurisdiction.
- K. Subletting Prohibited. Only Owners and/or approved residents may reside at Arbor Gate. Subletting of the Lease or Air Space is strictly prohibited.