Take Ridge

RESIDENTIAL COMMUNITIES

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RULES AND REGULATIONS OF COLONIAL HERITAGE AND LAKE RIDGE

It is our desire that the Community shall be one of the finest residential areas. In order to accomplish this objective, the cooperation of all residents in the Community is necessary. The following Rules and Regulations, which are made a part of the Lease Agreement, are hereby adopted under authority of Section 4 of the Mobile Home Park Rights Act in order to promote the health and safety of the residents and the upkeep of the Community.

I. - DEFINITIONS:

- A. APPROVAL Whenever approval of the Community Owner is required for any activity or purpose under these Rules and Regulations, or otherwise, such approval must be given in writing.
- B. COMMUNITY The real estate owned and operated by the Community Owner and devoted to the rental of pads (PADS) for manufactured homes, as hereinafter defined, and all appurtenant facilities, improvements and structures thereon.
- C. COMMUNITY OWNER Colonial Village, LLC or anyone of any entity authorized to act on behalf of Colonial Village, LLC pursuant to these Rules and Regulations or the Lease Agreement with the Resident. The Community Owner does business as COLONIAL HERITAGE in its Doylestown Township and New Britain Borough communities and as LAKE RIDGE in its New Britain Township Community.
- D. LEASE AGREEMENT The written Lease Agreement between the Resident and the Community Owner for the rental of the PAD.
- E. LOT The area of the Community on which the PAD which is lease to the Resident is located and for which the Resident is responsible for maintaining under the Lease Agreement
- F. MANUFACTURED HOME A transportable, single family dwelling intended for permanent occupancy contain in one unit, or in two units designed to be joined into one integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly operations and constructed so that it can be used with a permanent foundation or foundations, including any additional and/or accessory structures and such as porches, sheds, decks or additional rooms. For purposes of these Rules and Regulations, a manufactured home is also deemed to be a mobile home or a modular home or any other type of manufactured home, whether or not located or intended for location on a permanent foundation, but which is situated or intended to be located in the Community. Manufactured home, as defined herein, shall be the same as

"home", whenever that word is used in these Rules and Regulations or the Lease Agreement.

- G. NOTICES All notices required under these Rules and Regulations and the Lease Agreement between the Resident and the Community Owner shall be effectuated as follows. Notice to a Resident shall be effected if mailed, regular mail, or posted on a conspicuous location on either home or the PAD or if delivered personally to the Resident or an adult member of his household. Notice to the Community Owner shall be effective only if sent certified mail, return receipt requested, postage prepaid, to the Community Owner at the address of the Community Office. For purposes of these Rules and Regulations and the Lease Agreement, no other forms of notice are proper, except that legal notices which may permit a different form of notice under the law are proper where applicable to legal proceedings, whether or not such legal proceedings pertain to enforcement of these Rules and Regulations and/or the Lease Agreement.
 - H. PAD The parcel of land in the Community leased to a Resident upon which a home is located, also sometimes hereinafter referred to as a "lot", because the PAD is part of the lot.
 - I. RENT Ground rent for the PAD, plus additional charges, fees and costs assessed to the Resident as authorized, required and permitted under these Rules and Regulations and the Lease Agreement.
 - J. RESIDENT The registered, legal owner of a manufactured home who has entered into a written lease for a PAD in the Community and a member of the legal owner's immediate family who resides with him in his home. The title to a Resident's manufactured home, upon which a written lease for a PAD in the Community is executed, shall be registered in the name of the Resident.
 - K. INTERPRETATION The singular includes the plural, and the masculine includes the feminine and/or neuter, where the context thereof shall permit. The word "shall" is mandatory. Except where not specifically prohibited by the Mobile Home Park Rights Act, these Rules and Regulations shall be supplemental thereto, and the same shall not be limited thereby.

II. - SUBLEASING

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

III. - RENT

- A. PAYMENT OF RENT AND LATE CHARGES: Rent shall be paid by or on behalf of the Resident on the first day of the month for which the rent is due, except when the first day of the month is a Saturday, Sunday, or legal holiday, in which case, the rent shall be due and paid the following business day. Rent will not be accepted at the Community Office on Saturdays, Sundays or legal holidays. The Community Owner shall designate the location and manner to and by which the rent shall be paid, and the Community Owner shall designate to each Resident this location at the execution of Lease Agreement, or by regular mail, and shall post the same in the Community Office. If a Resident has not paid the rent so that it is received, as so designated by the Community Owner by the seventh (7th) day of the month, a late charge will be assessed as defined in your Lease Agreement, effective and calculated from this first day of the month, and the late charge shall accrue until the rent is received, as so designed by the Community Owner. Late charges are deemed to be additional rent, which shall be due, payable and collectible as such. Continual late payment of rent, which shall mean for any consecutive or nonconsecutive four (4) month period, shall constitute a violation of these Rules and Regulation and the Lease Agreement.
 - B. INCREASES IN RENT: Rent may be increased by the Community Owner by giving the Resident thirty (30) days written notice of the increase, by regular mail, at the expiration of the then existing term, and, also, by posting notice of the rent increase in the Community Office at least thirty (30) days prior to the effective date of the rent increase. If the Resident holds over in the Community after such notification of an increase of the rent, then the Resident shall be deemed to have agreed to the rent increase, and the Resident shall be liable for increased rent as provided in the notification. Any increase in rent so effectuated shall be deemed a modification of the Resident's Lease Agreement.
 - C. BAD CHECKS: Any Resident who issues a check which is returned to the Community Owner for insufficient funds, for stop payment order or for nonpayment on account of any other banking irregularities in the issuance of the check will be assessed a thirty five dollar (\$35.00) charge, which shall be deemed additional rent, which shall be due, payable and collectible as such. Any such returned rent payment check must be redeemed by the Resident the payment of certified or bank check. Any rent in arrears over thirty (30) days must be paid by certified or bank check. When certified or bank check is required herein for the payment of rent, the Community Owner is not obligated to accept payment other than in certified or bank check, and a Resident's failure to pay rent due in such fashion, when so required hereunder, shall constitute a violation of these Rules and Regulations.
 - D. NUMBER OF OCCUPANTS IN HOME: The number of permanent occupants in a home located in the Community under a Lease Agreement with the Community

Owner shall be two (2) persons per home, for the base rent. For occupants in excess of two (2) persons, the Resident will be charged additional rent as defined in your lease agreement per occupant per month. However, a two (2) bedroom home shall be limited to four (4) persons, and a three (3) bedroom home will be limited to five (5) persons. A Resident is in violation of these Rules and Regulations and his Lease Agreement if the foregoing limitations on the number of occupants is exceeded for his home. Any Resident's guest who will be or has been entertained in a home or who will remain or has remained as a guest for a period of longer than fifteen (15) days, shall be considered an additional occupant, and such guest must be registered at the Community Office, and written approval for such guest must be obtained from the Community Owner, and the Resident shall be liable for additional rent for the guest as an additional occupant, as provided herein. The Resident will be charged additional rent as per the Lease Agreement per guest per month or any portion thereof over fifteen (15) days. Additional rent charged for additional occupants of a home normally will be set forth and provided in the Lease Agreement with the Resident; however, if, at any time after a Lease Agreement is executed, the Community Owner determines that Resident is liable for additional rent for additional occupants not included in the Lease Agreement, the Community may charge such additional rent by notice to the Resident.

- E. APPLICATION FOR TENANCY AND REGISTRATION CERTIFICATE: All applicants for tenancy in the Community shall complete and submit to the Community Owner a credit application, on forms provided by the Community Owner and available at the Community Office. Whenever requested by the Community Owner, all Residents shall complete and submit to the Community Office a Registration Certificate on forms provided by the Community Owner. The Registration Certificate shall contain information required by the Community Owner to properly and legally administer and maintain the Community. The proper completion of the Registration Certificate by the Resident, when so requested by the Community Owner, is a specific condition of these Rules and Regulations.
- F. BASE RENT: A schedule of base rental charges shall be posted in the Community Office. Base rental charges shall include water, sewer, basic cable TV (if available) and trash removal.
- G. ADDITIONAL RENT: As additional rent, a Resident shall pay the cost of all fuel oil furnished and billed to his home during the term of his lease or any extension or renewal or hold over thereof, and he shall pay the cost of all electricity if it is furnished and billed to the Resident by the Community Owner. The Resident shall pay additional rent for such other charges as are so designated by these Rules and Regulations or the Lease Agreement with the Resident.
- H. UTILITY SERVICES AND TAXES: A Resident shall pay for the cost of all utilities and services furnished to him or his home during his tenancy or any extension or hold over thereof, whether the utilities or services are furnished and

billed by the Community Owner, the public utility company, the municipality or municipal authority providing the same. All bills for utilities and taxes must be paid currently when they are due and billed to the Resident. The maintenance and repair of all utilities are the responsibility of the Resident at aboveground level connections, and the Resident is responsible for all service charges and surcharges to these utilities.

 NO REFUND OF RENTS: There shall be no refund of rent paid, and the monthly base rent shall be charged to the Resident if a home occupies a PAD for any part of a month.

IV. - SALE OF HOME:

- A. The Resident who owns his home may sell the home at any time. However, if the Resident wishes to sell his home and to allow the home to remain in the Community with the new owner after the sale, the procedures set forth in these Rules and Regulations must be followed, PRIOR to the sale. If these procedures are not followed in the order in which they are specified herein, the Resident/Seller MAY NOT leave the home in the Community after the sale, and the new owner SHALL NOT be a Resident of the Community, SHALL NOT be allowed to reside in the Community after the sale and SHALL NOT be permitted to apply to become a Resident in the Community at any time. A Resident shall not advertise or list his home for sale until the procedures and requirements of these Rules and Regulations are followed and conditions set forth below are satisfied.
 - A resident who desires to sell his home to a buyer who will remain in the Community after the sale must submit a notice in writing to the Community Office indicating his intention to sell his home at least thirty (30) days prior to the sale or advertisement or offer of the home for sale.
 - 2. After receiving such written notice of intention to sell a home, as aforesaid, the Community Owner, within thirty (30) days thereafter, shall perform an inspection of the lot, the PAD, the home and all fixtures attached thereto in order to determine if all of the same comply with the Lease Agreement, these Rules and Regulations and other applicable laws and regulations governing the foregoing subjects of the inspection, including Housing and Urban Development (HUD) Code requirements, where applicable.
 - 3. Within fifteen (15) days after the inspection is completed, The Community Owner shall prepare and deliver, by notice to the Resident of the home inspected, a written report concerning the inspection and indicating whether all items inspected satisfy the standards set forth in subparagraph 2 hereof.
 - After the inspection is completed, if the Community Owner has determined that the home, PAD, or any fixtures thereon are defective or

fail to comply with these Rules and Regulations or the Lease Agreement or other laws or regulations governing the same, he shall so notify the Resident in the aforesaid inspection report, and the Resident must make all the necessary repairs or corrections in order to comply with the results of the inspection, at the Resident's expense, not later than thirty (30) days after the written inspection report is delivered to the Resident, or within such additional time specified and granted by the Community Owner, for good cause requested and shown by the Resident. Upon satisfactory inspection of the home, PAD, lot and its fixtures, or upon satisfactory completion by the Resident of the repairs and/or corrections noted by the Community Owner in the inspection report, and if the Resident is otherwise in compliance with the Lease Agreement and the Rules and Regulations, the Community Owner shall issue to the Resident a written Certification of Inspection.

- 5. An Application to approve the prospective purchaser of a home to be sold shall not be accepted or considered by the Community Owner until the Certification of Inspection has been issued to the Resident.
- 6. Within thirty (30) days after notice of the inspection report is furnished to the Resident, even if the home is not sold, the Resident must bring his home, PAD, lot and the fixtures thereon or attached thereto into compliance with the findings of the Community Owner as set forth and provided in the inspection report.
- 7. A home may be offered for sale for the purpose of remaining in the Community with the new owner, and an application for tenancy will be accepted for the new owner at the Community Office only when the Resident who desires to sell his home has been issued a Certification of Inspection by the Community Owner in accordance with the above specified time schedule. The Certification of Inspection shall be issued by the Community Owner when and if the home is in full compliance with the standards set forth in these Rules and Regulations.
- 8. An application for approval of a purchaser of a home which is to remain in the Community must include a signed copy of the purchase agreement between Buyer and Resident/Seller, a credit application on forms provided by the Community Owner and a copy of the Certification of Inspection. A nonrefundable fee which is posted in the Community office must be paid to the Community Owner by the Buyer at the time the application is made for tenancy of the purchaser who is to remain in the Community after the sale. Applications for tenancy must be obtained and completed at Community Office, only by appointment previously arranged with the Community Owner.
- In order for an applicant to become a Resident of the Community, the Community Owner must give written approval of the buyer's application

for tenancy, and, as a condition of such approval, the applicant must enter into a written Lease Agreement with the Community Owner in a form and under such terms as are satisfactory to the Community Owner. As an additional condition of approval for an applicant for tenancy as a Resident, the applicant must deliver to the Community Owner a copy of the transferred title to his home, after the sale thereof is completed, proof of payment of the required sales tax and evidence of the new owner's having obtained a property damage and liability insurance policy in such coverage amounts as shall be required by the Community Owner for like homes.

- 10. If it is determined by the Community Owner that any applicant for tenancy has submitted any false or misleading information on his application for tenancy or purchase agreement for tenancy or purchase agreement or on any other documentation required hereunder, the applicant for tenancy will not be permitted to enter into a Lease Agreement with the Community Owner, such applicant's home must be removed from the Community forthwith, and the Lease Agreement, if it had been executed, shall be terminated automatically and immediately by the Community Owner, even if a sale was consummated and all other conditions for approval thereof previously had been satisfied. The accuracy of the information required to be furnished hereunder shall be the responsibility of the Seller to supply to his Buyer, and the Community Owner shall have no duty or responsibility for furnishing or concerning the same. If such determination of false or misleading information is made by the Community Owner prior to the completion of the sale of the home, the same shall be the basis for rejection and denial of the application for tenancy.
 - 11. In order for a sale of a home which is to remain in the Community after the sale to be valid and approved by the Community Owner, in addition to all other conditions above provided, including the approval by the Community Owner of the application for tenancy, all rent and other charges due or owning by the selling Resident to the Community Owner, under the Lease Agreement with the selling Resident or under these Rules and Regulations, must be paid in full to the Community Owner by the Resident/Seller.
 - 12. If a post office box key has been issued to the selling Resident, he must return the same to the Community Office at the time the sale of his home is approved. If post office box key is not so returned, a fee will be charged to the Resident/Seller, and the same shall be deemed additional rent which must be paid as a condition for the approval of the sale of the home.
 - 13. As another condition for approval of the sale of a home which is to remain in the Community after the sale, the Resident/Seller must furnish

to the Community Owner a removal permit, issued by the local municipal tax collector, which must certify that all taxes or other municipal charges assessed against the Resident/Seller on account of ownership of the home in the Community for a minimum of three (3) years immediately prior to the date of the sale, plus the current year's taxes, have been paid in full and any liens entered as a result of nonpayment of any such taxes have been satisfied. If all such taxes or other municipal charges are not so certified as paid, the Resident/Seller must pay the same prior to approval of the sale and furnish proof thereof to the Community Owner in the form of proper receipts of payment thereof to the proper municipal authority in which the same are owed.

- B. If a home is sold to a buyer who is not approved for tenancy, as provided herein, or in violation of the foregoing Rules and Regulations, the new purchaser will not be approved for tenancy or considered a Resident in the Community, and any Lease Agreement which has been entered into with such a purchaser under these circumstances will automatically terminate, as of the date of such violation, or such earlier time when the Community Owner determines such violation, and the new purchaser and seller will be responsible for the removal of said home from the Community and the payment of all costs incidental thereto, as more particularly set forth hereinafter.
- C. An applicant for the purchase of a home in the Community cannot be a dealer, agent or speculator, unless the home to be so purchased is intended as the permanent residence of such person.
- D. Any sale or attempted sale of a home in violation of the foregoing Rules and Regulations will not invalidate the sale of the home, but the new owner shall not become a Resident of the Community. In such event, the selling Resident's Lease Agreement with the Community Owner shall automatically terminate on account of such violation, and the home subject to such sale shall be removed forthwith from the Community by the Community Owner. The Community Owner shall remove the home to the dead storage area of the Community or suchg other location as he shall deem suitable for storage. In such event, the Resident in violation hereof shall be liable to the Community Owner for all reasonable costs of removal of the home, which is hereby established and provided to be no less than eight hundred dollars (\$800.00), plus storage charges at the rate of ten dollars (\$10.00) per day for each day the home remains in or on the location where the Community Owner has placed it for storage pursuant hereto. All charges or costs incurred hereunder shall be deemed as additional rent which shall be due, payable and collectible as such by the Community Owner in any legal action, regardless of whether the Lease Agreement with the violating Resident has been terminated. The Community Owner's remedy for collection hereunder shall not be limited to an action against the Resident who sells his home in violation hereof, but it may extend to or against the new owner of the home who allows the home to remain in the Community or such other place of

storage in violation of these Rules and Regulations, and pursuant thereto, the new owner shall be liable to the Community Owner under the same terms and to the same extent as the Resident who sells his home in violation hereof.

- E. If a home is removed from a lot because of the violation of these Rules and Regulations, the Community Owner shall not be liable for any damages which may be caused, by any reason, to the interior or exterior of the home, its contents, or any appendage or fixture attached thereto.
- F. It is important for a Resident to understand that he may suffer great loss and become liable for substantial sums of money if he sells his home in violation of these Rules and Regulations.

V. - RIGHT OF FIRST REFUSAL OPTION TO PURCHASE HOME

By the execution of a Lease Agreement with the Community Owner, and under authority of these Rules and Regulations, a Resident in the Community hereby grants to the Community Owner a right of first refusal option to purchase the home owned by the Resident and situated in the Community under the following terms. If said Resident receives a bonafide offer to purchase his home during the term of the Lease Agreement, the Resident shall, within seventy two (72) after receiving the bonafide offer, communicate the same in writing to the Community Owner who shall have the option to purchase the Resident's home under the same terms and conditions in the bonafide offer. The Community Owner shall be entitled to exercise this right to purchase the home by notifying the Resident, in writing, within seven (7) days after the offer is communicated in writing to the Community Owner by the Resident. If the Community Owner fails to notify the Resident that he will exercise the right to purchase the Resident's home, as provided herein, the Resident is at liberty to consummate the sale under the bonafide offer received, provided, however, if the home is to remain in the Community with the new owner after the sale, the terms of these Rules and Regulations governing the sale of a home under such circumstances must be followed. A sale of the home, under the authority of this right of first refusal option, shall operate to terminate the Resident's Lease Agreement with the Community Owner. This right of first refusal option shall be applicable to successive bonafide offers to purchase the Resident's home in the event that the initial bonafide offer for sale cannot be or is not consummated because of any action or condition created or taken by the Community Resident or on account of the failure of the Community Owner to exercise its right to purchase under the initial or subsequent option to purchase, or the home is not sold pursuant to the first or subsequent bonafide offer for sale.

VI. - PARKING AND DRIVING VEHICLES

A. The base rental charge will include parking space and accommodations for one (1) motor vehicle. All additional motor vehicles, including motorcycles, will be charged a fee per month as in the Lease Agreement and these charges shall be deemed additional rent, which shall be due, payable and collectible as such.

- B. All motor vehicles owned, operated or leased by a Resident, as defined herein, must be registered by the Resident with the Community Owner, on forms provided, and the ownership identification, make, year, model, license plate number and liability insurance coverage, ship identification, make, year, model, license plate number and liability insurance coverage, ship identification, make, year, model, license plate number and liability insurance coverage, ship identification, make, year, model, license plate number and liability insurance coverage, ship identification, make, year, model, license plate number and liability insurance coverage, ship identification, make, year, model, license plate number and license plate number and license plate of any vehicles found in the Community of the Community Owner, and the Resident and the Resident who has the responsibility for such vehicle authority of the Community Owner and the Resident is responsible for all motor vehicles owned will be liable for the towing charges. A Resident is responsible for all motor vehicles owned will be liable for the towing charges. A Resident is responsible for all motor vehicles owned will be liable for the towing charges. A Resident is responsible for all motor vehicles owned will be liable for the towing charges. A Resident is responsible for all motor vehicles owned will be liable for the towing charges. A Resident is responsible for all motor vehicles owned will be liable for all motor vehicles owned will be towed as a social invitees. All Residents by himself, members of his immediate family, registered guests and social invitees. All Residents by himself, members of his immediate family, registered guests and social invitees. All Residents by himself, members of his immediate family, registered guests and social invitees. All Residents by himself, members of his immediate family, registered guests and social invitees. All Residents by himself, members of his immediate family, registered guests and social invitees. All Residents by
 - C. Motor vehicles must be parked in the parking spaces provided for each lot, and motor vehicles shall not be parked on streets, patios or lawns. All vehicles must be parked in a proper position in one space and must not take up more than one parking space. Parking spaces must not be obstructed by decorations. Guest motor vehicles shall be parked in any unused spaces provided for guest parking.
 - D. No motor vehicle repairs shall be done anywhere within the Community.
 - E. All motor vehicle operators and operators of motorcycles and minibikes must hold a valid motor vehicle operators license where the same is applicable and must obey all posted traffic signs and regulations of the Community. Posted speed limits must be observed by all Residents and their guests. All Residents will be responsible for the acts of their guests and invitees.
 - F. Parking, storage or operation of the following is prohibited in the Community except by written authorization from the Community Owner: motor vehicles not in use, unusable or not having a current state inspection or registration; trailers; non-residential vehicles or travel trailers or travel a current state inspection or registration; trailers; non-residential vehicles not in the ordinary course of homes; tent campers pick-up camper bodies; commercial vehicles not in the ordinary course of homes; in the Community; snowmobiles, boats or other recreational vehicles and trucks larger than business in the Community; snowmobiles, boats or other recreational vehicles and trucks larger than one (1) ton pick-up truck or van. Special exceptions may be made with permission from the Community Owner for recreational vehicles for loading and unloading only.
 - G. Violation of any provision of the Pennsylvania Motor Vehicle Code within the Community shall constitute a violation of these Rules and Regulations and the Lease Agreement under which have been adopted and the same must be obeyed at all times. Fast and reckless driving is prohibited in the Community, and the speed limit posted must be obeyed at all times.

VII. - LAWNS, OUTSIDE STORAGE AND WATER

- Lawns shall be neatly cut and trimmed at all times, and be the responsibility of the lot Resident. If this regulation is not observed, the Community Owner will do the cutting and trimming and bill the violating Resident for this service based on time and material expended and the same shall be charged as additional rent.
 - When operating a rotary mower to cut grass, the grass shoot must be facing your home at all times. Blowing of grass into the street is prohibited. Children should not be present in area when mowing lawns. If grass is found in the street at lot of Resident, management will bill the violating Resident for clean up for this service based on time and material expended and the same shall be charged as additional rent.
 - No plantings of anything behind the width or length of the home. Gardens extended from patio should not be more than eighteen inches (18") or be no higher than two feet (2') high. Anything over 2' high must have approval.
 - From time to time, it may be necessary to curtail any use of water outside of the home, because of limitations on the Community water supply, or other reasons related to the health, safety and welfare of the Community. During these times when notice of water curtailment is given in the Community, Residents shall not use water outside the home, except that plants and shrubbery may be watered by bucket or sprinkling can.
 - During times of water curtailment the regulations and orders of the Pennsylvania Department of Environmental Resources and/or the Delaware River Basin Commission, where applicable, shall supplement but not supersede these Rules and Regulations, unless the DER or DRBC regulations or orders are more severe in application.
 - Residents may use a hose to wash the exteriors of their homes, except during the water curtailment period. Hoses shall not be used during times when curtailment is announced. Any hose used in the Community shall have an automatic shutoff nozzle. The use in the Community of an open hose is prohibited. Residents must wash the exterior of their homes when they become badly soiled.
 - Dripping spigots and improperly running toilets are prohibited at all times, and a Resident's failure immediately to correct such a condition, upon notice from the Community Owner, shall constitute a violation of these Rules and Regulations.

Only garden tools, lawnmowers and ladders are permitted to be stored under a home, within skirted area, but only if the Resident does not have a lawful shed on his lot or PAD. If the Resident has such a lawful shed, all items outside the home shall be stored in the shed, and no items shall be stored under the home except extension ladders too big to fit into the shed, which shall be stored under the home, within the skirted area. No ladder may be exposed at any time other than when it is being used by the Resident. No building materials may be stored anywhere on the lot, the PAD or beneath the home.

VIII. PETS

No pets are permitted in the Community without written authority from the Community Owner. This authority may be obtained from the Community Owner if he determines that the pet will not adversely affect the health, safety and general welfare of the Community and the other Residents and the pet will not cause a nuisance. If such authority for a pet is granted, it must be contained in the Resident's Lease Agreement. Residents are hereby warned that their ownership and maintenance of a pet in the Community without authority from the Community Owner is a violation of these Rules and Regulations, and it will subject the Resident to eviction and legal proceedings for such violation. Disclosure of pets must be made on the application for tenancy and on the Registration Certification required to be completed by the Resident. A charge per month will be levied and added to the base rent for a approved pet of a Resident, and the same shall be additional rent, which shall be due, payable and collectible as such. Only one pet permitted not to exceed 15 inches from ground to shoulderno larger than 25 - 30 lbs.

IX. RECREATIONAL FACILITIES

- The Community recreational areas are open to all Residents and their guests without charge, subject to opening and closing hours which will be announced from time to time. Parents are responsible for damage caused by their children, and Residents are responsible for the damage which their guests or invitees may cause in or to the Community recreational area or property or the property of other Residents. Community trees shall not be climbed at any time, and it is urged that all Residents respect their neighbors.
- Residents may reserve the Community Room and/or common recreational facilities for private parties or other lawful social functions by making a written request to the Community Owner. A security deposit for cleanup and breakage is required to be paid when such recreational facilities are reserved. The security deposit will be refunded if there is not damage done and the area is cleaned up properly; however, the security deposit will be retained by the Community Owner if the recreational facilities are not properly restored to a neat and clean condition after use. The Resident reserving the recreational facilities shall be liable to pay for the cost of any damage or clean up expenses in excess of the security deposit, and these costs shall be deemed additional rent, payable when billed by the Community Owner.

X. MOVING THE HOME:

- Homes shall be moved in or out of the Community and the lot upon which the same is to be situated at such periods of time as may be mutually agreed upon between the Resident and the Community Owner, except when the moving of a home is necessitated by abandonment of the home, as defined herein, or as a result of execution of legal process for possession of the lot and PAD by the Community Owner.
 - Only the Community Owner shall move a home within the boundary limits of the Community.
- Only the Community Owner shall place a home on a lot, and the Community Owner B. will make all utility connections and block and set up all homes in the Community.
- There will be a service charge for the placing of all homes on the lot or installing any appendages or fixtures to the homes on the lot, or moving the home onto or off of a lot, or into or out of the Community, and this charge will be based on actual time expended and materials required for connections, blocking, removing, towing and any other activities required or moving or placing a home onto or off of a lot and PAD. Such charges shall be considered additional rent and shall be collected as such by the Community Owner. These charges are distinguishable from and in addition to the charges which are levied against a Resident if the home is required to be removed by the Community Owner because of violation of the provisions of these Rules and Regulations regarding the sale of a home.
 - It may be necessary, from time to time, due to modernization, changes in aesthetics within the Community or other good cause, for the Community Owner to move a home from one lot to another lot within the Community or from one Community to another Community owned by the Community Owner. Any such move may be made in the sole discretion of the Community Owner, upon reasonable notice by the Community Owner to the Resident to be moved, and the same shall be done at the expense of the Community Owner.
 - When a home is moved for any reason, the Community Owner will make a written record of any and all damages to the home prior to the move. The Community Owner will be liable only for such damage determined after the move which was not recorded prior to the move. If the Resident does not assist the Community Owner in securing the home and its contents prior to the move, the Community Owner will not be liable for any damages to the home resulting from the move.

XI. - CONDUCT OF COMMUNITY RESIDENTS

Residents are responsible for all inhabitants and personal property in their home and on the PAD subject to their Lease Agreement with the Community Owner.

- B. Residents are responsible for the actions of themselves, their family and guests. Residents must be considerate to their neighbors with regard to loud music, loud vehicles, loud parties or any excessive misbehavior. The continued use of loud vehicles in the Community will be cause to have the Resident remove the vehicle from the Community. Any use or supplying of a controlled substance in the Community is prohibited. Residents must contain their guests to their own lot and be respectful to other Residents and to their lots.
- C. All persons residing in the home in the Community must be registered at the Community Office on forms provided by the Community Owner. Such registration shall be updated annually or more frequently, as the Community Owner determines and so notifies the Resident. All registration certificate forms must be filled out completely and signed when requested by the Community Owner.
- D. All Residents shall maintain a current property damage and public liability insurance policy in adequate limits, and proof thereof must be furnished to the Community Owner at the commencement of the Lease Agreement, and evidence of renewal of such policy shall be provided to the Community Owner on the Registration Certificate application furnished by the Community Owner. It is a specific requirement of the Rules and Regulations of the Community that all Residents provide and maintain adequate public liability and property damage insurance.
- E. Discharge of weapons, bow and arrow, BB gun, pellet gun, air rifle or any firearm within the Community is strictly prohibited. Intending or threatening usage may be cause for eviction.
 - F. Operating or maintaining any business within the Community is strictly prohibited.
- G. No fires are permitted at any time in the Community. An outside cooking grill is permitted but only under strict adult supervision and in an open and safe area on the lot.
- H. Residents are permitted to invite to their home such vendors as tradesmen, delivery men, or suppliers of various goods and services to purchase goods and services from a vendor of a Resident's own choosing. No solicitation is permitted, except by permission from the Community Owner. All authorized solicitors will be issued an identification card. Vendors will not be permitted to solicit in the Community.

- i. The Resident shall be liable for any damage or injury sustained by the Resident or by any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, sewer, waste or soil pipes, or the electrical, gas, or oil systems, telephone or cable T.V. wires; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct of the part of any other Resident or the Resident's or other Resident's agents, guests, licensees, invitees, assignees, or failure beyond the control of the Community Owner, or any licensees, invitees, assignees, or failure beyond the community Owner. Community residents should services to be furnished or supplied by the Community Owner. Community residents should and must obtain the necessary insurance against these contingencies and must supply proof of insurance against these contingencies to the Community Owner, when requested.
- J. If a Resident is convicted of having committed a felony or a crime of violence, whether the felony or crime of violence is committed within or outside of the Community, or a Resident is convicted of violating any state law or municipal ordinance within the Community, the same shall constitute a violation of these Rules and Regulations.
- K. Preparation of firewood by cutting with a chain saw or any hand saw, or chopping with an axe, is prohibited in the Community at any time. All wood must be prepared before it can be brought into the community. No wood can be stored in the Community except by written permission from the Community Owner.
- L. The Community is designed to provide an open view for the enjoyment of all Residents. No shrubbery, trees or any other objects of any kind shall be located in a position that will obstruct or impair the outlook or view of a Resident or detract from the open appearance of the Community.
- M. Only lawn furniture, are permitted on patios or decks.
- N. Auctions, garage sales or other types of public or private sales of property are prohibited in the Community.
- O. The removal of tires, wheels and axles from any home which has been or is in the future installed and located in the Community is hereby prohibited, except when the home is a sectional or modular home, and in such case, only by approval of the Community Owner.
- p. Complaints will be accepted by the community office only when received in writing. All complaints will be kept confidential.

ADDITIONS, CHANGES, MODIFICATIONS AND IMPROVEMENTS TO THE HOME, LOT, PAD AND COMMUNITY; MATTERS PROHIBITED; AND THOSE REQUIRING APPROVAL

- PLANTINGS: Anything planted in the ground on the lot or PAD or anywhere in the Community, whether such planting is done by the Community Owner or the Resident, shall be considered the property of the Community Owner. Residents are not permitted to remove trees, bushes, plants or other shrubbery from their lot, their PAD or from anywhere in the Community. Residents are not permitted to plant or trim trees.
- SKIRTING: After entering the Community, all homes must be enclosed with an approved type of vinyl, vertical aluminum, or insulated skirting within thirty (30) days, between April and December and sixty (60) days between January and March, and such skirting must meet the standards of Everlock, T-Lock or equal. All skirting enclosures must be equipped with an access panel where utilities are located beneath the home. Old skirting damaged or skirting damaged by winter winds must be repaired or replaced.
- STEPS: All homes must have approved steps at two exits. Steps must be made of fiberglass, pre-treated wood, steel or aluminum, and the steps must be of a manufactured product, customarily used with manufactured homes, and if not of these types, such steps otherwise contemplated for use by a Resident must be approved by the Community Owner as being comparable in strength, utility and appearance to the foregoing.
- SHEDS: Storage sheds may be erected or replaced only with written permission from the Community Owner as to their location, composition, construction and size. Sheds may not be larger than ninety (90) square feet (9' x 10'), and no wooden or rusted outbuildings are permitted. All sheds must have a floor, or a platform built of 2 x 4's of treated lumber on sixteen inch (16") centers and exterior plywood. The platform must be erected four inches (4") off the ground with use of four inch (4") cinder blocks with a minimum of four (4) cinder blocks to allow for air flow. The base of the shed platform may be no larger than four inches (4") beyond the perimeter of the shed. All sheds must be kept neat, painted and in good condition.
- HITCHES: If removable, all hitches must be removed from the home. If not removable, they must be enclosed with vinyl skirting that matches the skirting around the home or treated wood. Hitches must be enclosed in conjunction with the same dates as skirting.

- F. PAINTING OR SIDING OF HOMES: All Residents must obtain approval from the Community Owner prior to painting or siding the exterior of their home. Approval shall be governed by the compatibility of the proposed color or material with the surrounding neighborhood, the proposed safety conditions by which the painting or siding is performed and any other factors relevant to the health, safety and welfare of the Community. Pastel colors are recommended. Any Resident not acquiring approval from the Community Owner of the color of paint or type of siding to be applied to the exterior of his home and the other standards provided herein will be in violation of his Lease Agreement and these Rules and Regulations.
- G. AWNINGS, SHEDS, DECKS, ADD-A-ROOMS, ENCLOSURES, STORAGE OF FIREWOOD, UMBRELLA TYPE CLOTHES LINES AND SWING SETS are permitted only by written authority from the Community Owner, subject to the specific standards set forth on the application for permit regulations governing the same and also subject to the conditions that the erection or installation of the same will not be injurious to the health, safety and welfare of the Residents in the Community, and, where applicable, be in harmony with the aesthetic climate within the neighborhood. Once anything permitted herein is installed by a Resident, it must be maintained in good and operable condition, or the Community Owner may direct that the same be removed at the expense of the Resident who erected the same. Once a permit is approved, the permit will become part of the Rules and Regulations.
- H. BEFORE ANYTHING IS ERECTED ON THE HOME OR LOT, A RESIDENT MUST APPLY IN WRITING AT THE COMMUNITY OFFICE FOR A WRITTEN PERMIT FOR APPROVAL FROM THE COMMUNITY OWNER. ANY EXISTING APPENDAGE ON THE HOME OR LOT MUST HAVE A PERMIT BEFORE REPLACEMENT AND MUST MEET THE PERMIT SPECIFICATIONS. ALL OR ANY EXISTING APPENDAGES WHICH ARE PRESENTLY ON THE HOME OR LOT MUST ALSO MEET THE SPECIFICATIONS OF THE COMMUNITY OWNER. ALL RESIDENTS IN THE COMMUNITY WILL HAVE ONE HUNDRED EIGHTY (180) DAYS TO BRING THEIR HOMES AND ALL ITEMS APPENDED THERETO AND EXISTING THEREON INTO COMPLIANCE WITH THESE RULES AND REGULATIONS.
- I. DIGGING IN-GROUND: In order to avoid damage to underground utility service, no digging in the ground, driving of stakes, planting of shrubbery, gardens or trees is permitted anywhere in the Community without prior written permission of the Community Owner. Residents who damage utilities will be responsible for the cost of repairs and shall pay the same as additional rent. The Resident must be aware that he is renting the PAD ONLY, however, he is responsible for the entire lot where his home is situated and the installation of ANYTHING on the lot or on the PAD is strictly prohibited without prior written permission from the Community Owner.
- J. TELEVISION ANTENNAS AND DISHES: Television antennas or dishes are not permitted in the Community. Where the Community Owner does not provide cable T.V., television antennas are permitted, but no T.V. dishes are allowed.

- K. CLOTHES LINES AND CLOTHES TREES: No clothes lines may be erected at anytime. No clothes may be hung anywhere outside the home, except from an approved umbrella-type clothes tree. Clothes tree approval must be obtained from Community Office as to the consistency of its construction and the designation of its location on the lot.
- L. WATER LINES: Water lines must be wrapped from October 15th to April 15th in order to prevent freezing.
- M. DAMAGE TO UTILITY LINES AND SERVICES: Any costs due to damage done as a result of frozen water pipes, clogged sewers, damage to water, electric, oil, or telephone lines or cable T.V. wire, etc., will be the responsibility of the Resident. If it should be necessary for the Community Owner to repair such damage, the same will be done at the expense of the Resident, and such costs will be billed to the Resident as additional rent. All repairs must be done by the management or its agent.
- N. STORAGE OF TRASH: There shall be no storage of trash or garbage around the home or on the lot or PAD. All trash and garbage shall be taken daily to a central disposal location designated within the Community. The disposal will accept only household trash and lawn clippings. Any other personal effects (appliances, furniture, building materials, etc.) must be disposed of through an outside contractor at the owner's expense. All trash must be bagged or boxed and placed inside the container (not outside) or trash will be returned to the Resident with a service charge to the Resident, which shall be additional rent. Leaves are not permitted in containers, but will be disposed of by Notice from the Community Office.
 - O. FIRE EXTINGUISHERS: Each Resident shall provide and maintain at least one (1) fire extinguisher at such place in the home as to be readily accessible at all times. The design and type of such fire extinguisher must, in all cases, be approved by the Community Owner and in compliance with the standards and specification of the Underwiters Laboratories, type BC size one or larger. All homes must contain at least one properly operational smoke detector.
 - P. FUEL STORAGE: No outside fuel storage tanks will be permitted on the premises, and no lot shall contain the storage of any flammable fuel or other liquid, except liquid bottled gas limited to 100 pounds for one appliance, 200 pounds for two or more appliances. No liquid bottled gas container can be closer than five (5) feet from any entry and must be placed in the rear side of home, and the installation and future maintenance of the same must have the approval of the Community Owner, so far as fire standards and other safety factors are concerned. Empty containers of any kind are not permitted and may not be stored under home or in any appendage or fixture on the lot or PAD or attached to the home. A small can of gasoline only for lawn mowers may be maintained, but such must be kept tightly covered and only inside of a locked shed. A limit of no more than five (5) gallons of any fuel may be stored at any time.

XIII. MOVING FROM THE COMMUNITY AND ABANDONED PROPERTY

- A. Residents must notify the Community Owner as soon as possible when they are planning to move from the Community. A minimum of thirty (30) days written notice prior to the end of a monthly term is required. The home may not be removed from the Community unless all rent, fees, charges, assessments and taxes are paid to the end of the term of the lease or the date of departure, whichever is later. The Community Owner may prevent the removal of a home to enforce this rule. Residents are advised that prior to removing a home from the Community or selling their home, a removal permit must be obtained by the appropriate municipal tax collector. A copy of this removal permit must be given to the Community Owner before commencing removal of the home unit or before consummating the sale of the home.
- With respect to any home which is left abandoned by the Resident in the Community for a period of thirty (30) days or at end of term, or after the Community Owner has obtained possession of the lot and pad by legal process, the Community Owner may enter the home, and secure any appliances, furnishings, materials, supplies or other personal property therein, and the Community Owner shall have the right to move the home to the storage area of the Community or to such other location as the Community Owner deems proper and necessary. The Community Owner will have no responsibility or liability for safeguarding the home, its contents, and any appendages prior to or during the move or after the home has been relocated and placed in storage, and the Community Owner shall have no liability to the Resident or any other person under these or any other circumstances. The provisions hereof apply such an abandoned home which is owned by a Resident who has filed a petition in bankruptcy or is adjudicated insolvent, whether or not the home is financed. In such event, the Lease Agreement with the Community Owner shall automatically terminate on account of such violation, and the home in subject shall be removed forthwith from the Community by the Community Owner. The Community Owner shall remove the home to the dead storage area of the Community or such other location as he shall deem suitable for storage. In such event, the Resident in violation hereof shall be liable to the Community Owner for all reasonable costs of removal of the home, which is hereby established and provided to be no less than eight hundred dollars (\$800.00), plus storage charges at the rate of ten dollars (\$10.00) per day for each day the home remains in or on the location where the Community Owner has placed it for storage pursuant hereto. All charges or costs incurred hereunder shall be deemed as additional rent which shall be due, payable and collectible as such by the Community Owner in any legal action, regardless of whether the Lease Agreement with the violating Resident has been terminated.

XIV. - OUTSIDE CONTRACTORS WORKING IN THE COMMUNITY

Residents must advise all outside contractors to register with the Community Owner prior to doing any work in the Community. Outside contractors are not permitted to change, service, or install anything on, to or in the Community property and utilities. Such contractors and the Resident hiring the contractor will be held liable for all damage caused by the contractor, and such damage may be collected and shall be due as additional rent.

XV. - SIGNS

- No signs are permitted in the Community or on any home in the Community, except as provided herein.
- One (1) "For Sale" sign is permissible measuring no larger than 8" x 11" (eight inches by eleven inches) and located inside of one (1) window.
- A lot number is required to be posted on home so fire and other emergency vehicles may locate your home. Numbers must be three (3) inches in size, and the numbers must be written on the home either in script or in block numbers. Lot numbers must be located on the home or on the street corner of the driveway and shall be visible from the street.
- A name is not required to be put on a Resident's home, and it is optional. If a name sign is desired, the letters must be no larger than three (3) inches in size. The letters may be in script or block.

XVI. - REVOCATION OF APPROVALS AND NOTICES TO RESIDENTS

- The Community Owner reserves the right to revoke any permission that was given to a Resident by any employee of the Community if that permission so given violates any of the Rules and Regulations.
- Any and all Notices issued by the Community Owner and properly posted and delivered to the Residents, regarding, by way of example and not limitation, Lawns, Leaves, Trash, Water Usage, Upkeep, or Municipal Requirements, shall become part of these Rules and Regulations.

XVII. - TIE DOWNS AND OTHER REQUIREMENTS

- Homes in the New Britain Borough section of the Community must be tied down with at least four (4) tie downs on a single wide home and six (6) tie downs on a sectional home. All other homes in the Community that are sold or transferred and any home entering the Community also must be tied down at time of sale or placement as above specifications. Tie downs shall be installed only by the management. Within twelve (12) months, all homes must be tied down in the Community.
- All homes in the Community must meet HUD Code approval or prior Pennsylvania Code approval. Any home that was constructed prior to Act 69 requirements of the Pennsylvania codes will be accepted under the grandfather clause, however, all homes must still meet HUD Code Requirements as per safety factors and alterations.

XVIII. - CHANGES IN REGULATIONS

The Community Owner reserves the right to make additions or changes to the Rules and Regulations whenever necessary. Residents will be advised in writing of any changes to the Rules and Regulations at least thirty (30) days in advance thereof. Violations of the Rules and Regulations and/or the lease agreement may result in eviction proceedings. Your suggestions and comments concerning the Rules and Regulations are always welcomed and encouraged. We ask for your support as a Resident to help us to maintain a high standard of living as we believe this goal can be obtained if all Residents observe these Rules and Regulations and respect the rights of other Residents within the Community. Remember, this is your home, and these Regulations are necessary for your general health and welfare and for the good appearance of your home.

XIX. - RULES AND REGULATIONS ADOPTED BY LEASE AGREEMENT

By entering into a Lease Agreement with the Community Owner, the Resident agrees that these Rules and Regulations are and become part of the Lease Agreement. Any false information given by the Resident on any application or registration provided or delivered to the Community Owner can be grounds for rejection of such application and the basis for eviction proceedings, because the same is a violation of these Rules and Regulations.

XX. - VIOLATIONS & LEGAL PROCEEDINGS

The Community Owner will provide written notice to a Resident of any violation of these Rules and Regulations, and any such notice of violation will require the penalty for the first violation in the amount of twenty five dollars (\$25.00). The Resident will have five (5) days to correct the violation and to come into compliance with these Rules and Regulations. For any second or subsequent violation, a penalty of fifty dollars (\$50.00) will be assessed by written notice. Such penalties for violations of these Rules and Regulations shall be deemed additional rent. If the Resident fails to correct the violations noted in the first written notice to the satisfaction of the Community Owner within the five (5) day period set forth in the written notice, or, upon the second or subsequent written notice of violation of these Rules and Regulations, legal proceedings may be commenced against the Resident, in any Court of competent jurisdiction, for possession of the lot or PAD and for collection of any other charges to which the Community Owner is entitled, either as rent, or otherwise, under the Lease Agreement or these Rules and Regulations.

In the event that a Resident is charged with violating any of the terms and conditions of these Rules and Regulations or of the Lease Agreement referred to herein, and the Community Owner places the matter of such violations with an attorney either for collection of rent due under the Lease Agreement or these Rules and Regulations or otherwise for enforcement of the provisions thereof, including eviction proceedings, the Resident shall be liable and responsible for the payment of reasonable counsel fees. In such a legal action commenced in any Court of competent jurisdiction, the legal fees for which the Resident shall be liable to pay as additional rent shall be no less than two hundred fifty dollars (\$250.00), if the Court enters judgment in favor of the Community Owner on such cause of action, the judgment shall include an award of legal fees in the aforesaid amount or in such greater amount as may be proved to be reasonable in the proceeding before the Court. After judgment shall be entered against a Resident and in favor of the Community Owner, and if the judgment shall not be satisfied voluntarily by the Resident within the time allowed by Court Rules, and execution proceedings are filed by the Community Owner, either for collection of a money judgment or for possession of the lot or PAD, either with a Sheriff or a Constable, regardless of whether the same is filed in the District Court or the Court of Common Pleas, additional legal fees lawfully shall be assessed in the proceeding in favor of the Community Owner and against the Resident in the amount of two hundred fifty dollars (\$250.00). Therefore, a Resident's liability for the Community Owner's counsel fees in a legal action for violation of the lease agreeement and/or the Rules and Regulations can cause substantial additional indebtedness to the Resident. The liability of a Resident for the payment of legal fees hereunder shall be in addition to all other monetary obligations due to the Community Owner under the Lease Agreement and/or these Rules and Regulations, and in addition to all Court costs assessed, and the liability of the payment of legal fees and lawful court costs in any legal action for violation of the lease agreement and/or Rules and Regulations shall be deemed as additional rent, due and payable by the Resident as such. Therefore, in order for a Resident to remain in possession of his lot or PAD after a judgment for unpaid rent or other money judgment is entered against him as aforesaid, he must pay the Community Owner the entire amount of any money judgment, which shall include Court costs and legal fees as provided herein within the time allowed by Court Rules prior to the issuance of a Writ of Execution or Writ of Possession.

- If an Order for Possession of a lot be entered by any Court of competent jurisdiction pursuant to a legal action commenced by the Community Owner against a Resident for violation of the Lease Agreement and/or the Rules and Regulations, and the Resident does not vacate and remove his home from the Community in accordance with these Rules and Regulations, the Community Owner shall be authorized to remove the Resident's home from the lot at such time as execution proceedings are issued by any lawful process. In other words, a judgment for possession of the lot or PAD would be executed by a Sheriff or Constable, and in this event, the Community Owner is hereby authorized to remove the Resident's home from the lot or PAD, pursuant to that process and under the supervision of the Sheriff or Constable executing the Writ of Possession for the lot or PAD. Upon Commencement of such execution proceedings after filing for the same with the Sheriff or Constable, the Resident's Lease Agreement shall automatically terminate. The Resident shall be liable to the Community Owner for all necessary costs and expenses of such removal of the home from the lot to the dead storage area of the Community or such other location as the Community Owner deems suitable for storage. The minimum liability of the Resident for removal of his home under these Rules and Regulations shall be eight hundred dollars (\$800.00) or such greater amount as the Community Owner shall actually incur in such removal. If, after removal of the home from the lot, the owner does not immediately, with written approval from the Community Owner, which approval will be given upon payment of all charges due by the owner under the judgment for possession and/or for collection of rent due, remove the home from the storage area, the owner shall be liable to the Community Owner for storage charges for the home at the rate of ten dollars (\$10.00) per day for each day the home remains stored in the Community or such other location as the Community Owner has deposited the home for storage. The costs and charges provided hereunder for removal and storage shall be deemed as additional charges and shall be assessed against the owner in any legal proceedings giving rise to the Writ of Possession for the lot or PAD, or they may be collected in a separate legal proceeding. Therefore, before a Home Owner shall be entitled to recover possession of his home which has been removed from the lot under an Order for or Writ of Possession and placed in storage by the Community owner, the Home Owner must pay the Community Owner the total amount of any money judgment entered against the Home Owner, plus the Community Owner's legal fees, calculated as aforesaid, and the removal and storage charges provided herein.
 - D. The charges for legal fees, removal charges and storage fees may be collected by the Community Owner either in the proceeding which gives rise to the Order or Writ of Possestion or Writ of Execution or in a separate legal action against the Home Owner or other party sion or Writ of Execution or in a separate legal action against the Home Owner or other party responsible, and these Rules and Regulations shall provide sufficient legal authority for either alternative action for collection the same. Selection of one method of such collection shall not alternative action for collection the same. Selection for collection of the charges due bar the Community Owner from any other lawful legal action for collection of the charges due for legal fees, moving and storage charges.

XXI. - SEVERABILITY

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

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy agreement with this

mobilehome park. The law requires all of these rules to be fair and reasonable.

You may continue to stay in this park as long as you pay your rent and other reasonable fees, service charges and assessments hereinafter 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 mobilehome park owner or operator for providing such service for the installation or removal of a mobilehome in a mobilehome space.

You may be evicted for any of the following reasons:

- (1) Nonpayment of rent.
- (2) A second or subsequent violation of the rules of the mobilehome 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 mobilehome park.

You shall only be evicted in accordance with the following procedure:

- (1) A resident shall not be evicted by any self-help measure.
- (2) Prior to the commencement of any eviction proceeding, the mobilehome park owner shall notify you in writing of the particular breach or violation of the lease or park rules by certified or registered mail.
- (i) In the case of nonpayment of rent, the notice shall state that an eviction proceeding may be commenced if the mobilehome resident does not pay the overdue rent within 20 days from the date of service if the notice is given on or about April 1 and before September 1, and 30 days if given on or after September 1 and before April 1 or an additional nonpayment of rent occurring within six months of the giving of the notice may result in immediate eviction proceedings.

(ii) In the case of a breach of the lease or violation of the park rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless you have been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months, the mobilehome park owner may commence eviction proceedings at any time within 60 days of the last violation or breach.

You shall not be evicted when there is proof that the rules you are accused of violating are not enforced with respect to the other mobilehome residents or nonresidents on the park premises.

In addition, no eviction proceeding for nonpayment of rent may be commenced against you until you have received notice by certified or registered mail of the nonpayment and have been given to pay the overdue rent 20 days from the date of service if the notice is given on after April 1 and before September 1, and 30 days if given on or after September 1 and before April 1. However, only one notice of overdue rent is required to be sent to you during any sixmonth period. If a second or additional violation occurs within six months from the date of the first notice then eviction proceedings may be immediately started against you.

You are entitled to purchase goods or services from a seller of your choice and the park owner shall not restrict your right to do so.

If you desire to sell your mobilehome, the mobilehome park owner may not prevent the sale and may not claim any fee in connection therewith, unless there exists a separate written agreement. However, the mobilehome park owner may reserve the right to approve the purchaser as a resident in the mobilehome park.

Enforcement of the Mobilehome Park Rights Act is by the Attorney General of the Commonwealth of Pennsylvania or the District Attorney of the county in which the mobilehome park is located. You may also bring a private cause of action. If your rights are violated you may contact the State Bureau of Consumer Protection or your local District Attorney.

A COPY OF THIS NOTICE IS ATTACHED TO THE LEASE AGREEMENT IN BOLD PRINT.

(6/24/88)