



YORK Community Management
332 Gosling Drive
York, PA 17406

MANUFACTURED HOME COMMUNITY LEASE

LEASE BEGINS: 1st day of

LEASE ENDS: 30 th day of

LANDLORD is YORK COMMUNITY MANAGEMENT.

TENANT(s) is

A. LEASED PROPERTY

TERM OF THE LEASE IS: Monthly

C. THE LEASE AMOUNT IS \$

D. MOVE IN DATE

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- RENT.** TENANT agrees to pay rent on the first day of each month in the amount \$ payments are to be mailed to **York Community Management, P.O. Box 529 Morgantown, PA 19543.** Payment is due without LANDLORD demanding the rent each month from the TENANT.
 - LATE PAYMENT CHARGE.** If Rent is received at the Morgantown address after the fifth day of each month when due, TENANT(S) must pay a late payment charge of ten (10%) percent of the monthly rent.

The late payment charge is intended as damages for the late payment. TENANT agrees that LANDLORD can recover late fees by an action in the courts at any time when late fees are due. LANDLORD may at Landlord's choice take late payment charges from the security deposit held by LANDLORD.
 - DISCOUNT RENT.** If Rent is received at the Morgantown address before the first of each month when due, TENANT may deduct \$20.00 from the payment due; said discount being applied for early payment.
 - SECURITY DEPOSIT.** TENANT deposits with LANDLORD \$100.00. The security deposit is held by LANDLORD as security for all of the agreements of this Lease. It is agreed that if TENANT breaks any agreements of this Lease, the LANDLORD may keep the security deposit to help pay for the damages or losses at the leased property. LANDLORD may also recover for damages greater than the amount of security deposit. **THE SECURITY DEPOSIT IS NOT FOR USE AS LAST MONTH'S RENT.**

5. **NOTICE OF EVICTION.** NOTICE OF EVICTION is a writing delivered to TENANT or posted on the leased property that tells TENANT he/she has broken a condition of the lease. LANDLORD will serve all notices on the TENANT in writing and by mailing to the manufactured home address. TENANT will serve all Notices on LANDLORD in writing and by mailing to 332 GOSLING DRIVE, YORK, PA 17406.

6. **RENEWAL.** At the end of the lease term, this lease will automatically continue for a period of one month. This will continue until LANDLORD or TENANT gives written notice to end the lease.

TENANT will give LANDLORD thirty (30) days written notice of his intent to end the lease. TENANT agrees to pay rent through the end of the month in which the thirty (30) day notice period ends.

LANDLORD will give TENANT written notice of any changes in rent or lease terms. Any changes in rent or lease terms will not take effect until thirty (30) days after the notice is given. The changes in rent or rules will become part of this lease thirty (30) days after notice is given unless TENANT gives his thirty (30) day written notice of intent not to renew the lease and vacates the property.

Failure to tell the LANDLORD in writing that TENANT does not want to renew the lease will result in the lease automatically renewing. When the lease renews it will include changes in rent and/or regulations as were given in LANDLORD'S notice to TENANT.

7. **UTILITIES.** TENANT agrees to pay all utilities used on this property except water, sewer and trash removal, which is paid by the LANDLORD. This applies to only those communities where trash service is included in the monthly rental fee, **excluding** Warm Springs Estates and Windsor Acres. If TENANT uses natural gas or propane from Greenleaf Gas Co., the contract with Greenleaf Gas Co. is a part of this lease. TENANT breaks this lease if he does not pay his Greenleaf Gas Co. bill on time. Failure to pay Greenleaf Gas Co. on time is enforceable as nonpayment of rent. This applies to only those communities where Greenleaf Gas Co. is provided.

TENANT will provide LANDLORD proof of payment of utility bills within fifteen (15) days of the end of this agreement or within fifteen (15) days of TENANT leaving the property, whichever is shorter.

TENANT'S failure to pay any utility bill within thirty (30) days may result in charging the billed amount against TENANT as extra rent. The LANDLORD may collect the utility bill the same way as LANDLORD collects regular rent.

All utilities will be disconnected from the manufactured home upon TENANT'S eviction unless LANDLORD is notified to leave the utilities connected and all utility bills are paid.

8. **LANDLORD IS NOT RESPONSIBLE FOR INJURY TO PEOPLE OR DAMAGE TO PROPERTY.**

TENANT releases LANDLORD from responsibility for any personal injury or damage to person or property of TENANT, TENANT'S family, friends, or guests, not arising from the negligence or intentional acts of LANDLORD or LANDLORD'S employees.

LANDLORD is not responsible for any injury or damage caused by water, rain, snow or ice. LANDLORD Is not responsible for any damage from leaks or flow from any source into or about the Leased Property.

9. **LANDLORD HAS THE RIGHT TO ENTER PROPERTY.** LANDLORD has the right to enter the Property at any reasonable time for the following purposes: (1) to inspect the property, and (2) to protect the Property from damage, and/or effect repairs to the Property. TENANT will not unreasonably restrict or prohibit any such entry. Entry by LANDLORD, his employees or agents for any of the purposes

stated above is not considered forcible entry or trespass and TENANT gives up all rights under the law to sue for forcible entry or trespass in such case. This paragraph is not intended to allow LANDLORD permission to enter the TENANT'S manufactured home. The term "Property" as used in this paragraph means only the lot which is being rented to the TENANT.

10. **TENANT BREAKS LEASE. THIS SECTION EXPLAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND DUTIES AS A TENANT. IF YOU HAVE SPECIFIC QUESTIONS ABOUT YOUR LEGAL RIGHTS AND DUTIES, TALK TO AN ATTORNEY. DO NOT SIGN THIS LEASE AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND THE INFORMATION ON THESE PAGES.**

TENANT breaks this lease if TENANT:

- (A) fails to pay the rent or any other charges when due;
- (B) fails to pay utility bills due to Green Leaf Gas Co.
- (C) fails to leave the leased property after being notified of LANDLORD'S intent not to renew the lease because of TENANT'S failure to pay rent or abide by Rules and Regulations;
- (D) leaves the leased property without giving written notice;
- (E) fails to perform any condition of the lease;
- (F) breaks two rules or regulations within a 6 month period of time;
- (G) breaks the same rule or regulations twice within a 6 month period of time.

11. **REMEDIES OF LANDLORD.** If TENANT breaks a condition of this lease,

LANDLORD may sue TENANT in court:

- (A) To collect overdue rent, late charges and money damages caused by TENANT'S breaking the conditions of the lease;
- (B) To recover possession of the leased property (eviction);
- (C) To collect for unpaid rent, late charges and money damages until TENANT removes the manufactured home from the leased property;
- (D) To collect ATTORNEY'S FEES in the amount of \$120.00 for each action before a district justice, and \$600.00 for each action brought in the Court of Common Pleas; and
- (E) For any other remedies available to LANDLORD under the law.

12. **EVICTION.** If LANDLORD sues TENANT in court for breaking a condition of this lease, and the court awards possession to LANDLORD, TENANT must remove his/her manufactured home from LANDLORD'S property at the same time TENANT vacates property, whether TENANT vacates on his/her own or with the assistance of the sheriff. If TENANT fails to remove the manufactured home from LANDLORD'S property, LANDLORD may treat the manufactured home as if it has been abandoned. Nevertheless, TENANT agrees to pay rent at the rate agreed to in this lease until the manufactured home is removed from LANDLORD'S property or sold. TENANT agrees that LANDLORD is not responsible for any damage to the manufactured home which may occur after TENANT abandons the manufactured home.

13. **COURT ORDERS.** If LANDLORD gets a Court Order against TENANT, TENANT may lose property, money, automobiles, furniture and other belongings as allowed by law.

14. **LANDLORD'S RIGHT TO ENFORCE LEASE.** All conditions of this lease are enforceable by LANDLORD against the TENANT even if LANDLORD has not enforced the conditions in the past.

15. **DEATH OF TENANT OR LANDLORD.** This lease will continue despite death of either LANDLORD or TENANT. The Lease is effective against the heirs, executors, personal representatives, administrators, successors and assigns of the LANDLORD AND TENANT.

16. **TENANTS' RESPONSIBILITY.** This is a joint and several lease. This means that all the TENANTS as a group and each of the TENANTS as an individual are responsible to LANDLORD for all of the agreements of this lease. For example, if the rent is not paid, LANDLORD can sue all of the TENANTS (jointly) for unpaid rent, or, LANDLORD can sue any one TENANT separately (severally) for all of the unpaid rent.
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RULES AND REGULATIONS. TENANT agrees that TENANT, FAMILY, FRIENDS and VISITORS will follow these Rules and Regulations. TENANT agrees that failure to follow the Rules and Regulations is a breach of the terms of this Lease. If TENANT, FAMILY, FRIENDS or VISITORS break a rule, LANDLORD can use any remedy in this Lease. TENANT may be evicted for breaking two rules within a six (6) month period or for breaking the same rule twice within a six (6) month period.

- (1) State Law requires TENANT obtain a removal permit from the tax collector upon moving out of the community or selling the manufactured home. A copy of the removal permit must be submitted prior to removing the home from the community.
- (2) A security deposit must be paid before moving into a manufactured home already in the community or before placing your manufactured home in the community.
- (3) No assignments or subleases of manufactured homes is allowed. Assignment is the legal term for a transfer of the lease from the TENANT to another person. This other person then becomes the LANDLORD'S new TENANT and takes over the lease. A sublease is a separate lease between the TENANT and another person who leases all or a part of the leased premises for the TENANT.
- (4) Additional residents moving into the home after the original application and lease are signed must register with, and be approved by, management. Additional residents may be required to sign the lease, and will be required to adhere to all rules and regulations.
- (5) If TENANT sells the manufactured home, LANDLORD or his agent must first approve the buyer as a resident of the community. The prospective buyer must fill out an application and be accepted as a TENANT of the community before the sale.
- (6) For sale signs may be placed in the window or on the lawn.
- (7) All manufactured homes moving into the community must be HUD approved and bear a HUD seal. All manufactured homes moving into the community must have vinyl siding and shingle roof. Exceptions may be granted at the sole discretion of management, and approval must be obtained in writing prior to placement of the home in the community.
- (8) TENANT must keep lots trimmed, mowed and free of all debris. Mowing and trimming must be completed at least once per week. TENANT must rake and remove all leaves. If TENANT does not comply with this rule, a service charge will be assessed against TENANT if this work is performed by community management.
- (9) All patios and yards must be kept neat and orderly at all times.
- (10) Awnings and patio covers are optional, and may be installed with the written consent of management.
- (11) No fences allowed.

- (12) No improvements may be made on any lot without the written consent of community management. Management should be able to assist you with the location of utilities.
- (13) Drying of laundered clothes is permitted on umbrella type drying lines installed at the rear of the home.
- (14) TENANTS are responsible to see that the heat tapes are placed on water lines and are in proper working order. TENANTS are responsible for the water lines between the water riser and the manufactured home input connection plus one (1) foot underground where applicable.
- (15) TENANT is responsible from gas meter to the home. TENANT must keep area around the meter free of debris and trimmed at all times to permit easy access to the meter.
- (16) TENANT is responsible for electric service line from electric meter or community installed junction box, whichever is applicable.
- (17) TENANT is responsible for sewer line from ground level to home.
- (18) LANDLORD is not responsible for the interior or exterior of the manufactured home.
- (19) All manufactured homes must be skirted with Vinyl T-Lock skirting within thirty (30) days of occupancy.
- (20) TENANT may install a shed only after the kind, type and placement is approved in writing by community management.
- (21) Each home must have front and rear steps. Steps must meet township and BOCA codes, with a 3' x4' landing, railing and handrails, constructed of pressure treated lumber. Exceptions to this require the written approval of management.
- (22) Decks are permitted at the sole discretion of management, and written approval and a building permit are required. Management may deny the installation of decks for various reasons, including, but not limited to, lot size constraints and location of underground utilities.
- (23) All window air conditioners must be properly installed and correctly supported. No props to the ground are permitted.
- (24) All hitches must be removed from the manufactured home when placed on the lot. New homes coming in must have removable hitches.
- (25) Children's swing sets are not permitted. NO swimming pools of any size permitted; wading pools 18" or less in depth and 8' or less in diameter will be allowed for children. Basketball standards (pole, backboard and hoop) can not be installed without written management approval. Installation will not be permitted where resulting play interferes with traffic or takes place in the street. Management reserves the right to have the standard removed if, in management's sole discretion, it becomes a nuisance.
- (26) All shrubbery becomes property of the LANDLORD. TENANT may remove shrubbery only after written permission from the LANDLORD. TENANT is responsible for restoration of grounds after removal of shrubbery.
- (27) No exterior aerials or antennas of any type may be erected. Existing antennas must be removed when selling or upgrading home. Satellite mini dishes are permitted, but must be mounted to the rear of the home and can not exceed 24" in diameter.

- (28) TENANT may keep only registered, inspected vehicles in the community. **Only two vehicles per lot** are permitted unless exception granted in writing by community management. There is **no street parking** if parking space for two vehicles is provided with the lot. Licensed, registered motor cycles may be driven on community roads only, must obey all traffic rules and signs, and may not be revved such as to cause a disturbance in the community. Mini bikes, snowmobiles, and other unlicensed motorized vehicles of this nature are NOT allowed to be stored or used in the community.
- (29) NO repairs or blocking up of automobiles for repair is permitted in the community.
- (30) There will be **absolutely no storage** of boats, campers and trailers in the community.
- (31) Any type of excess noise which is annoying to the neighborhood is prohibited at all times. Playing of radios, televisions or stereos at a level that can be heard outside is prohibited after 10:00 PM.
- (32) Non-biodegradable items such as rags, cloth, hard paper, sanitary napkins, frying oil or fat, or items made of plastic or rubber must not be flushed down any drain or toilet. TENANT will be held liable for damage to the sewer system caused by breaking this rule.
- (33) Fires of any kind (except barbecue grills) are not allowed in the community.
- (34) Firearms are not to be discharged in the community at any time.
- (35) Fireworks or other explosives are absolutely prohibited in the community at any time.
- (36) **Parents are responsible for supervising their children at all times.** Children, including those visiting, must be kept under control at all times. Children are not allowed on any other resident's property without their permission. Any TENANT with children found to be breaking legal curfew in the community is in violation of this rule.
- (37) Residents are responsible for the conduct of their guests and visitors, and will be held responsible for any rule violated by a guest or visitor. Residents and their visitors are not allowed on other residents' lots without their permission.
- (38) The posted speed limit in the community is 10 mph. Residents and their visitors are required to observe the speed limit, and obey all posted traffic signs.
- (39) Residents may wash only licensed vehicles registered to the resident and their manufactured home in the community.
- (40) No yard sales are permitted to be held at an entrance to any community or any other area that is not a residential lot in the community. Yard sales are permitted at each individuals residence, provided that a permit from our York office is obtained. There will be a \$2.00 fee for each permit. If you are having a 'group' yard sale, each individual lot that will be joining the yard sale must be listed on the application. The cost for a 'group' yard sale permit will be \$5.00.
- (41) For sale signs are **not** permitted at the entrance to any community. If you wish to have an agents sign displayed for selling your home, vehicle, etc., this sign must be in your yard or in a front window. Any signs that are displayed at an entrance will be removed immediately by Management.
- (42) York Community Management does not allow oil tanks in any of our communities. Upon the sale of your home, the home must be converted to either propane or natural gas. (You would only

need to be converted to natural gas if the home is located in one of our communities that natural gas is provided.)

- (43) We do not permit the storing of trash or debris under ones home. If this is found, you will be asked to clean it up immediately and remove all trash and debris from the community.
- (44) Management will not get involved in any quarrels between neighbors. Any complaint will be followed up on only if the person is willing to testify.
- (45) There is a \$5.00 per extra tenant charge, (other than two adults) for anyone over the age of five (5). If your child is under the age of five (5), you must provide proof to our office. This applies to the Warm Springs Community only. There is a \$20 washer fee and a \$10 per pet fee for the Windsor Acres Community only. Once a year, York Community Management reserves the right to inspect homes for washers, pets and extra tenants that have not been reported to our office.

The following section concerns pets. In order to minimize the inconvenience to residents resulting from pets, management has adopted a strict pet policy. There are **no** exceptions. Pets are permitted as a privilege to residents, in accordance with this policy.

This privilege may be revoked on an individual basis, at the discretion of management, if this policy is not followed. Residents are advised that failure to comply with this policy may result in legal action, and could lead to eviction from the community.

- (46) There is a maximum of two pets per household. Aggressive pets are not permitted. Any pet that demonstrates aggressive behavior of any kind in the community, toward an individual or another animal, must be permanently removed from the community.
- (47) Pets are not allowed outside of the home unless on a leash and in the custody of a responsible person. Pets are not allowed to be tied or affixed to any area on the property, at any time.
- (48) TENANT must immediately clean up waste from their pets anywhere on the property (including their lots and common areas) and dispose of it properly, in their trash receptacle.
- (49) TENANT is responsible for any damage caused by the pet to the grounds, shrubbery, trees and any other property which it damages.
- (50) Pets that disturb the peace of the community, are the source of three or more complaints or otherwise prove to be a nuisance, must be removed from the community permanently.
- (51) Pet shelters and pet sitting are strictly prohibited.
- (52) **RULES AND REGULATIONS CHANGES.** The Rules and Regulations stated in this section may be changed. TENANTS will be notified of any changes thirty (30) days before they become enforceable.

ENTIRE AGREEMENT. This agreement contains the complete agreement between the LANDLORD and TENANT involving the leased property. TENANT agrees that any promises or agreements not written in this agreement are not valid.

I hereby state that the information provided by me on the application/lease is complete and accurate, and understand that the lease can be canceled by the Landlord in the event any of the information provided by me is proven materially inaccurate or incomplete.

DATE: ___/___/___

TENANT

DATE: ___/___/___

TENANT

DATE: ___/___/___

TENANT

DATE: ___/___/___
LANDLORD
