

## PENNSYLVANIA LEASE

This Lease ("Lease") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Melody Lakes Management LLC (which will be referred to in this Lease as "We", "Our" or "Landlord") and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(who will be referred to in this Lease as "Your" or "You").

This Lease is a binding legal document. By signing it, You and the Landlord agree to everything it contains. You also agree to follow the Landlord's rules and regulations which will be referred to in this Lease as "Community Covenants". The Community Covenants are contained in a separate document which we have given to you, and they are incorporated by reference in (to) and made a part of this Lease. The following defined terms are used in this Lease and provide information required by Landlord.

**Our Address and Telephone Number:**

**Green Top Mobile Home Park**  
1045 N. West End Blvd Lot 600  
Quakertown PA 18951

**Your Address in Community "Homesite":**

**Your Telephone Number:**

**Home Description:**

Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
No. of Bedrooms: \_\_\_\_\_  
Year: \_\_\_\_\_  
Serial No: \_\_\_\_\_  
Actual Length: \_\_\_\_\_  
Actual Width: \_\_\_\_\_

**Home Financed By:** \_\_\_\_\_

Loan No. : \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

**Home Insured By:** \_\_\_\_\_

Telephone No: \_\_\_\_\_

Policy No: \_\_\_\_\_

**All Persons Occupying Home not named above:**

Name	DOB	Relation to You
_____	_____	_____
_____	_____	_____

**Pet:** ☐ None ☐ Dog or ☐ Cat

Height \_\_\_\_\_ Weight \_\_\_\_\_ Breed \_\_\_\_\_

**Commencement Date:** \_\_\_\_\_

**Rent:**

Base Rent	\$ _____	per month
Other _____	\$ _____	per month
_____	\$ _____	per month
_____	\$ _____	per month
<b>Total Monthly Rent</b>	\$ _____	per month
<b>Security Deposit</b>	\$ _____	

**Additional Services:**

	Included In Rent	Billed As Additional Rent	You Must Obtain From Independent Supplier
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Basic Cable TV	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rubbish Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Depository for Security Deposit or Name of Surety:** \_\_\_\_\_

1. **LEASE:**

Landlord leases to You the Homesite commencing on the Commencement Date and continuing for a month to month term or until terminated as permitted by law or pursuant to the terms of this Lease. The Anniversary Date of this Lease will be considered the first day of the month following the Commencement Date, except when the Commencement Date is the first of the month. Only persons occupying your Home may occupy the Homesite. Any person not named on the preceding page of this Lease who desires to occupy the Home must apply to and be approved for tenancy in writing by the Landlord.

2. **PAYMENTS:**

You shall pay to Landlord at Our Address on or before the first day of each month the Total Monthly Rent. You shall also pay for the Additional Services set forth above when billed by Landlord. Payments shall be made by check or money order. The Total Monthly Payment for the first month, or pro-rated portion of the first month and Security Deposit are due when You sign this Lease. We will charge you, in accordance with the current fee disclosure, for any check that is not honored by the bank for any reason. If the bank refuses to honor your check more than two times in any twelve month period, we may require You to pay Your Total Monthly Rent and the charge for Additional Services by cashiers or certified check or money order. If you do not pay your Total Monthly Rent in full on or before the 10<sup>th</sup> day of the month, we will also charge you a late fee in accordance with the current fee disclosure. Each of these charges will be treated as additional rent which you must pay on demand. The Landlord may, from time to time, in accordance with and upon such notice as may be required by state law, change any of the above charges or fees.

3. **SECURITY DEPOSIT:**

The Landlord may use the Security Deposit at the end of the term of the Lease for any or all of the following purposes: (1) to satisfy any amount You owe under this Lease; (2) to pay for the repair of any damage You cause to the Home or Homesite; (3) any other purpose permitted by state law. The Landlord will not pay you interest on the Security Deposit unless required by law. At the end of the term of this Lease, the Landlord will return the unused portion of the Security Deposit in accordance with state law.

4. **SERVICES AND UTILITIES:**

In addition to the Total Monthly Rent and other charges described in Paragraph 2, You will pay when due all charges for Additional Services set forth above and as stated in the Community Covenants. Upon no less than thirty (30) days' written notice, Landlord may change the manner, delivery charge and billing for any of the Additional Services.

5. **ACCEPTANCE OF HOMESITE:**

(a) You acknowledge that You have inspected the Homesite and accept it "as is". You also acknowledge that neither Landlord nor anyone else has made any promise, representation, or warranty of any kind, orally or in writing, as to any aspect of the Homesite. In no event shall Landlord be liable to you for any defect in the Homesite or for any limitation on its use.

(b) You agree to use the Homesite only as a residence in strict conformance with this Lease and the Community Covenants, as they now exist or may be amended in the future. You agree not to use the Homesite for any illegal or immoral activities.

6. **INSTALLATION OF HOME:**

Landlord reserves the right to approve any Home before You place it on the Homesite. If We do approve Your Home for placement on the Homesite, You agree to install the Home through a properly licensed contractor in accordance with the Home manufacturer's instructions, requirements imposed by law, and the Community Covenants that we have given to you and which are incorporated by reference in and made a part of this Lease. You are responsible for all damage caused to the Homesite by improper installation of the Home.

7. **LANDLORD'S RIGHT OF ENTRY UPON HOMESITE:**

The Landlord may enter upon the Homesite at any time to inspect or repair the Homesite, maintain utilities and protect the safety and welfare of the Community.

8. **IMPROVEMENTS AND ALTERATIONS:**

You shall maintain your Home and Homesite to comply with current legal requirements and the Community Covenants. You may not make any improvements, alterations or additions to the exterior of your Home or Homesite without the prior written consent of the Landlord.

9. **MAINTENANCE OF HOME AND HOMESITE:**

You must maintain your Home and Homesite in a clean, attractive and well-kept manner and in accordance with the terms of this Lease and the Community Covenants. If you fail to do so, Landlord may issue a written notice that will inform you of the nature of the violation. This notice will be sent to you by regular mail and posted on your Homesite. The notice will require you to correct the violation within not less than ten (10) days after the date of the notice. If you fail to correct the violation within the time provided in the notice, the Landlord may commence legal proceedings for your eviction, and the Landlord may

elect to correct the violation in which case the Landlord will inform you in the notice of the charges that will be assessed against you as additional rent if you do not correct the violation within the specified time.

**10. COMMUNITY COVENANTS AND STANDARDS:**

You agree to comply with all Community Covenants that have been provided to you at the time you sign this Lease. These may be changed by the Landlord by not less than thirty (30) days *written notice to you*. If you violate any of the Community Covenants, you may be evicted and this Lease may be terminated.

**11. AUTOMOBILES, MOTORCYCLES AND OTHER RECREATIONAL VEHICLES:**

You must comply with all Community Covenants regarding the use, parking or storage of vehicles. If Landlord provides recreational vehicle storage space for your use, you must pay the monthly Recreational Vehicle Storage fee, if applicable, which shall be deemed to be Additional Rent, due and payable to Landlord monthly with the Total Monthly Rent.

**12. PET:**

No animals or pets of any kind shall be kept on the Homesite except two pets which you represent and warrant strictly comply with the Community Covenants.

**13. ASSIGNMENT/SUBLETTING:**

You may not assign this Lease or sublet the Home or Homesite. Landlord may assign this Lease without Your consent.

**14. SALE OF MANUFACTURED HOME:**

The provisions of "IMPORTANT NOTICE REQUIRED BY LAW" that are attached to this Lease identify some requirements for the sale of your manufactured Home. In addition, you may not advertise your manufactured Home for sale or enter into an agreement of sale for your Home until after you have given the Landlord at least thirty (30) days written notice of your intent to sell. As a condition of the Landlord's approval of the sale of your Home if the Home is to remain in the community with the buyer after the sale, your Home and Homesite must comply with the Landlord's standards as set forth in this Lease, the Community Covenants, and any other written guidelines, and the buyer must satisfy the standards for residency, including credit worthiness, that the Landlord applies to all Residents. If the buyer is approved for residency by the Landlord, you must pay all rent and other charges you owe under this Lease prior to the closing on the sale of your Home and buyer's execution of a lease.

**15. REMOVAL OF HOME:**

(a) You must notify Landlord in writing of your intention to remove the Home from the Homesite and to terminate this Lease at least thirty (30) days in advance of the date of removal and lease termination. You will continue to be liable for Rent and other charges under this Lease for a period of thirty (30) days from and after the date the Landlord receives Your written notice. All Rent and other charges owed by You under this Lease must be paid in full prior to the removal of Your Home.

(b) Any personal property left behind after You vacate the Homesite shall be deemed abandoned and shall become the property of Landlord.

(c) If Landlord removes Your Home from the Homesite for any reason, You shall be responsible for all expenses incurred in removing the Home or other property from the Homesite and storing the Home and property.

**16. ABANDONED HOME**

(a) Your home is considered "abandoned" if it is vacated without notice to the Landlord and you do not pay the required rent, fees, service charges and assessments and one or more of the following:

- (1) The removal of most or all personal property from the mobile home;
- (2) Failure to use, maintain or return to the mobile home;
- (3) Cancellation of insurance covering the mobile home.
- (4) Termination of utility services to the mobile home

(b) If your home becomes abandoned, as defined above, or if the Landlord obtains an order against you for possession of the Homesite, the Landlord shall have the right to remove the home from the community and/or to dispose of it in any manner, including by demolition. You will be notified of this action by regular mail, at your last known address and by posting on your home at least thirty (30) days prior to removal, disposal and/or demolition. You must pay the Landlord's costs for such removal, disposal and/or demolition as additional rent.

**16. EVICITION:**

(a) You may be evicted from the community for violation of this Lease, including nonpayment of rent, or upon a second or subsequent violation of the Community Covenants that have been provided to you at the time you sign this Lease.

(b) If the Landlord is successful in legal action for eviction based on a violation of this Lease or the Community Covenants, you must pay, as additional rent, all court costs, attorney's fees and expenses incurred by the Landlord. At a minimum, attorney's fees shall be the following: \$250 for a case before a Magisterial District Judge; and \$1,000 for a case before the Court of Common Pleas in Doylestown.

**17. CASUALTY:**

In the case of fire or other casualty to your Home, You are responsible to promptly repair the damage or, if the damage cannot be promptly repaired, to remove the Home from the Homesite. If the Home must be removed from the Homesite, this Lease shall automatically terminate upon removal. You are responsible for payment of Rent until the Home is removed from the Homesite. Your failure to promptly repair or remove a fire damaged Home shall be cause for termination of this Lease.

**18. INSURANCE:**

You are responsible for insuring Your Home and personal property. In addition, You must obtain a manufactured Home comprehensive insurance policy insuring against loss, damage and liability for personal injuries that may occur within the Home or on the Homesite, and You must name the Landlord as an additional insured and furnish a copy of the policy to Landlord.

**19. INDEMNIFICATION:**

You agree to indemnify and hold Landlord and Landlord's officers, directors, shareholders, members, partners, agents and employees harmless from all claims, demands, obligations or liabilities of any kind or nature, including, but not limited to, attorneys' fees and costs of defense, for damage or injury to any person, or to the property of any person arising from Your use and occupancy of the community, from Your failure to keep the Home and Homesite in good and safe condition or from Your negligence or the negligence of those persons occupying Your Home, Your guests and Your visitors. You also agree to pay all damages for which you are liable to other residents of the community, their occupants and guests and their property.

**20. LIABILITY OF LANDLORD:**

Except for Landlord's failure to perform or negligent performance of a duty imposed by law, Landlord, its officers, directors, shareholders, members, partners, agents and employees, will not be responsible or liable to You, other occupants or to any guests or visitors, for any personal injury, loss or damage to property or for any other loss or injury whatsoever, including damages which arise from bursting, leaking, or broken gas, water or sewer pipes or electrical wiring and including any loss or damage occasioned by acts or omissions of other residents of the community, occupants, visitors or their guests. Landlord shall not be liable for any damage or injury resulting from the use of the community playground, recreational facilities or common areas unless such damage or injury is caused by Landlord's failure to perform a duty imposed by law.

**21. NOTICES:**

You shall send all notices and other correspondence to Landlord by first class mail addressed to Our Address or delivered personally to the Landlord's manager at Our Address. All notices which the Landlord is required by law to provide to You will be delivered to the Homesite by regular mail, personal service or by posting on the Home, except in such cases where state law requires a different means of delivery. You must notify landlord in writing of Your address that is different from the address stated in this Lease.

**22. CONDEMNATION:**

Landlord shall be exclusively entitled to any payment or award for the taking of any portion of the community in which the Homesite is located under the power of eminent domain, except that You will be entitled to any payment or award attributable solely to the loss of or damage to Your Home or personal property. If, during the term of this Lease, eminent domain (condemnation) proceedings are instituted which result in your partial or total eviction from the Homesite, this Lease may automatically terminate on the date You are to leave the Homesite.

**23. MODIFICATION OF LEASE:**

This Lease may be modified by the Landlord giving You at least thirty (30) days written notice of modification.

**24. MISCELLANEOUS PROVISIONS:**

- (a) Landlord's failure to enforce any provision of this Lease or the Community Covenants on any occasion shall not be deemed a waiver of Landlord's right to enforce the provisions on future occasions.
- (b) Each of the rights provided in this Lease shall be cumulative.
- (c) In any provision of this Lease, the singular shall include the plural, the plural the singular, the male the female or neuter, the female the male or neuter, the neuter the male or female as the circumstances require.
- (d) If this Lease is signed by more than one person, then the liability of the persons signing the Lease shall be joint and several.
- (e) If any provision of this Lease or any document incorporated into this Lease is ruled invalid or otherwise unenforceable, the remainder of the Lease and other document shall not be affected and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

**LANDLORD:**

**MELODY LAKES MANAGEMENT LLC**

Manufactured Home Community

\_\_\_\_\_  
Regional Supervisor/Authorized Community Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RESIDENT (S):**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## MOBILE HOME COMMUNITY LEASE WITH

### RULES AND REGULATIONS

The Community Rules and Regulations are adopted by the Management and must be accepted by all who enter the Community, be they residents or guests. It is the desire of this Community to establish quiet country living at its finest.

Each and every Rule is designed to work toward the goal of the greatest good for the greatest number of residents. If you, as an existing or prospective resident believe the Rules to be unacceptable, please avoid taking or keeping space in this Community.

All of the following Rules and Regulations will be enforced by the Management of the Community to the extent and in the manner permitted by applicable law. You will be notified of any breach of the rules via certified mail, and a second subsequent violation of the Community rules within a six (6) month period may be grounds for eviction. You are required to sign a copy of these Rules and return them to the Community Office within thirty (30) days of having received them.

## 1. PETS

Pets are permitted under certain conditions:

- A. The only pets permitted to be kept in the Community are the following: dog, cat, or small household pet (such as hamster) which will remain exclusively inside the owner's home or a cage or similar enclosure.
- B. Residents must keep their pets under control at all times and shall not permit their pets to disturb any of the neighbors. Dogs or cats which persistently disturb others in the Community will have to be removed permanently.
- C. All dogs must have a current registration with the local Township and must be vaccinated annually for rabies.
- D. All dogs and cats must be on a leash when outdoors (or in a fenced – in area behind home), and the resident is responsible for cleaning up after the residents' animals.
- E. No other pets will be permitted in the Community except those described above.
- F. If a resident's dog or cat is kept outside, that pet and any shelter for that pet must be located to the rear of the resident's home. The pet's shelter must be in good order and repair, and shall not be larger than five feet (5 ft.) by five feet (5 ft.) and be painted or vinyl sided to match the home.
- G. Each resident is only allowed one dog per lot. This rule only applies to new arrivals and not to existing dogs, provided that when any existing dogs pass away or are otherwise permanently removed from the resident's property said resident cannot replace that dog if the resident has more than one dog. This is in order to keep the population to a minimum in our community Therefore only one dog and two cats per home per lot.
- H. All dogs must be registered at the office, with you dog's name, breed, picture, and height (measurement from the floor to the top of the pet's front shoulder). If a picture is not available we have a camera at our office. Failure to register your dog within sixty (60) days of the effective date of the Rules shall result in a fine of \$50.00 per month, or partial month, until the dog is registered. If the dog is not registered within three (3) months of the effective date of the Rules then the resident shall be subject to eviction from the Community.
- I. No Doberman Pinschers, Pit bulls, German Shepherds, Rotwielers, whether full or partial breeds or other dangerous breeds are permitted in any case. In addition no attack dogs or vicious tempered dogs are permitted. If any existing resident has such a dog, that dog must be removed within sixty (60) days of the effective date of these Rules.
- J. All dogs must be restrained by a leash whenever outdoors. All dog residue and waste must be immediately cleaned up by the resident owner. Dogs may not deposit waste or residue on Community property or in any other resident's Lot.
- K. Seeing Eye dogs are exempt from these rules.
- L. No barnyard pets are permitted.
- M. No new dogs will be permitted that stand larger then thirty one (31) inches from

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Resident's Initials

head to ground level and are over thirty five (35) pounds.

## **2. CHILDREN**

- A. Children under sixteen (16) years of age shall not be left unsupervised in the Community. No minor children (anyone under the age eighteen [18]) are permitted outside their homes after dark unless accompanied by a parent or legal guardian or other responsible adult having temporary custody and control.
- B. No one, including adults, is permitted to play or loiter in any of the roadway areas of the Community.

## **3. COMPLAINTS, QUESTIONS, AND REQUESTS**

- A. If a resident has a question, complaint or request (other than an emergency), no action will be taken unless Management receives NOTICE IN WRITING. The resident's full name and address must also appear on the same sheet of paper with the resident's signature and date, and then mailed or delivered to the Community office.

## **4. EMERGENCIES**

- A. For emergencies at any time you may call 215-257-3104 and leave a message.

## **5. GENERAL RULES**

- A. NO RESIDENT OR ANY OF THEIR GUESTS SHALL EXCEED THE POSTED SPEED LIMIT OF FIVE (5) MILES PER HOUR!
- B. Trash containers are to be stored on the side of the residents' home and not the front and the residents must remove their container from the road area the same day the trash is picked up.
- C. No large swimming pools, hot tubs or saunas are permitted in the Community. A "large" pool, hot tub or sauna is anything having a capacity of over one hundred (100) gallons.
- D. Fire extinguishers and smoke detectors are a requirement of Community Management. Currently, each resident is required to maintain in their home, at least two (2) smoke detectors, plus a smoke detector in each bedroom, and two (2) working, completely filled, fire extinguishers, as required by applicable Township Codes.
- E. Each resident is required to maintain fire and other hazard insurance on their home and contents as well as general liability insurance. Each resident is required to provide proof of insurance to Management of an annual basis. The minimum

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Resident's Initials



amount of liability insurance that must be maintained is \$100,000.00. The minimum amount of fire and other hazard insurance that must be maintained is the full replacement value of the home and contents.

- F. Any resident going on vacation at any time is to notify the Community Office and supply a telephone number and the name of someone responsible, who may be contacted, in case of an emergency, such as freezing pipes, water leaks, etc. Any home which has a water leak while the owner is away will have its water disconnected until the owner can be notified and remedy the problem.
- G. Lawns must be kept neat and clean, as well as mowed at all times. Management reserves the right, but not the obligation, to clean and mow the lawn at the owner's expense. No watering of lawns will be permitted at any time unless the yard has just been seeded, and then only until grass begins to grow.
- H. Residents are permitted to wash their vehicles, but are only permitted to wash one (1) automobile per home twice a month.
- I. For any resident who wishes to have a yard sale, the resident must give Management written notice at least two (2) weeks prior to the sale. There will be no parking on grass areas and no signs posted in the Community. Sales shall only last one day.
- J. All existing sheds and new sheds in the community must match the color of the resident's home. This is to be accomplished by either paint or vinyl siding. Only one shed is permitted per home per lot and no larger than fourteen foot by twenty foot (14x20).
- K. No items such as cars or merchandise are to be displayed for sale on driveways, lawns or in windows of any homes. ("Displayed for sale" shall mean, parked in, or left in, an area for any amount of time with a "for sale" sign displayed for the purpose of selling the merchandise.) Residents shall be permitted to post "for sale" signs on the mobile homes which are for sale. Signs for this purpose shall be no larger than two feet by three feet (2x3).
- L. All fuel and gas tanks are to be kept in good order and repair and painted to match color of home. They are also to be kept level and secure. Each resident is solely responsible for any leaks or spills on their property. All fuel oil tanks shall be placed on four legs and be placed in a horizontal position.
- M. No parking shall be permitted on grass areas nor shall any parking be permitted in such a way that it blocks any roadway in the Community.
- N. No wood, coal, plastic, wood pellets, cardboard, papers, or other combustible materials, with the exception of propane gas, will be permitted to be burned in any wood stove or other fire place, whether inside or outside of a resident's home. As a result, no wood stoves are permitted to be used within any home and no fire wood piles are permitted anywhere within the community. If any resident has an existing wood stove or fire place as of the effective date of these Rules, that resident must either convert it to a propane gas burning stove or fire place or refrain from using it.

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Resident's Initials

- O. These Rules and Regulations shall be enforced by Management pursuant to the Mobile Home Community Rights Act, NO. 261. 1976. And Act 74 of 1996.

#### **6. IMPROVEMENTS TO THE RESIDENT'S HOME AND LOT**

- A. No expansion of a home is permitted except as otherwise permitted by these Rules, and only upon receipt of the prior written approval of Management.
- B. If a resident wishes to enclose their porch they may do so provided (i) the roof is a retractable or removable awning made of canvas or aluminum, (ii) there are no permanent sidewalls installed around the porch, except screening, and (iii) no heat is installed in the porch area. A porch may not be enclosed for use as a room within the home, such as a living room or bedroom with heat. Plus written approval must be received by Management.
- C. A resident may install no more than one (1) storage shed per lot with Management to approve, in advance, the location of the storage shed, the size of the storage shed and the material of which the storage shed will be composed. All sheds shall be erected upon a stone pad, be vinyl sided, and no larger than fourteen feet by twenty feet (14x20).
- D. No fences are permitted in the front or side yards of any lot. A fence may be installed, subject to applicable building and zoning codes, only in the rear yard of a lot and may not exceed six feet (6 ft.) in height and must be of vinyl material.
- E. If a resident desires to make ANY improvements to their home or lot they must send a written request to Management, in advance of the commencement of the work. It will then be determined if the resident's project is acceptable and if a permit is required by the Township. The resident will be responsible for obtaining this permit at the resident's expense. Management shall have the sole discretion as to whether a project is acceptable to Management and Management shall not be governed by the fact that a permit may be issued by the Township. At such time as Management approves a project the resident shall then be advised to obtain the appropriate permit from the Township. Work may not begin until Management advises the resident that the work is approved and the resident has obtained a building permit (if required).

#### **7. MAINTENANCE OF THE RESIDENT'S HOME AND LOT AND GENERAL RULES**

- A. Each resident shall keep their yard properly landscaped so as to enhance the appearance of their lot. No overly excessive lawn ornaments, scrap metal, toys or lawn equipment are permitted. Management shall have the sole discretion as to whether the ornament or other objects on a resident's lot are acceptable.
- B. Under skirting must be installed within thirty (30) days of arrival of a new home. All residents must keep existing under skirting in good repair. A resident's home

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Resident's Initials

and the associated under skirting (whether new or existing) shall be of a uniform color and material. If existing under skirting cannot be brought into compliance with this section and will not have the same color and material as the associated homes, then it must be replaced with vinyl or stucco under skirting of the same color as the home.

- C. Each resident is responsible for the maintenance, repair, upkeep and cleaning, including snow and ice removal, of their own steps, railings, porches, decks, roofs, driveways, walkways, yards and lawns, sheds, carport, and all other areas and items in and around their home.
- D. Home blocking must be adjusted from time to time to ensure a neat and level appearing home. This is the resident's responsibility.
- E. **EACH RESIDENT IS RESPONSIBLE FOR THEIR OWN SEWER AND WATER CONNECTION FROM GROUND LEVEL UP. HEAT TAPES MUST BE CHECKED PERIODICALLY BY THE RESIDENT TO ENSURE PROPER WORKING ORDER. NO ONE IS PERMITTED TO LEAVE WATER RUNNING TO KEEP PIPES FROM FREEZING. YOU MUST CHECK YOUR HEAT TAPE EACH SEASON. NO EXCEPTIONS! IF HEAT TAPE IS NOT WORKING, IT MUST BE REPLACED IMMEDIATELY IT SHOULD BE UNPLUGGED DURING THE SUMMER MONTHS. IF DAMAGE IS DONE TO THE COMMUNITY WATER AND SEWER SYSTEM DUE TO YOUR NEGLIGENCE YOU WILL BE CHARGED A MINIMUM OF A \$200 FINE.**
- F. No one is permitted to trim trees or shrubbery that is over a height of ten feet (10 ft.). All trees and shrubbery less than ten feet (10 ft.) which are located within the lot area rented by a resident may be trimmed by that resident. A resident shall not be permitted to remove any trees or shrubs from their lot without the prior written consent of Management.
- G. No one is permitted to operate any type of a business within the Community or within their home, whether private, commercial or otherwise.
- H. All existing homes in the Community must be maintained to enhance the overall appearance of the Community. Roofs and siding are to be kept in good order and repair, as may be determined by Management in its sole discretion.
- I. All homes that are brought into the Manufactured Home Community must be new when brought in and installed. No used homes are permitted to be brought in. All homes are to be equipped with a shingle roof and vinyl or stucco under skirting. Sheds must be color coordinated to match the new home.
- J. All electric services located on the outside utility poles or the service attached to your home with electrical breakers and the wires running from the service to the resident's home including the underground wires are the responsibility of each individual resident. The power company is only responsible from the weather head out. You are responsible from the weather head, the service, the meter, and the wires running to your home. Furthermore, if a certain home requires more

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Resident's Initials

- than one hundred (100) amp electric service than it is the resident's responsibility to have their service upgraded to a higher amperage at said resident's own expense upon giving written advanced notice to Management.
- K. Each resident shall paint and power wash their home whenever, and to the extent, necessary to maintain the external appearance in a manner which shall not detract from the appearance of the Community. Each resident shall perform such maintenance work in a manner which shall not result in damage to the Community property or the property of other residents. In the event of fire, wind or other damage to a resident's home, such resident shall immediately commence to the repair and/or replacement of such home, with such work to be completed within sixty (60) days, or remove the home from the Community if repair is not possible or economically feasible.
  - L. No firearms of any kind (including, without limitation, BB guns, pellet guns, air rifles, pistols, rifles, shotguns), bow and arrows, weapons, incendiary devices or fireworks shall be permitted to be discharged or otherwise used in the Community at any time.
  - M. Management reserves the right to inspect each resident's lot between the hours of 9:00 A.M. to 5:00 P. M. Management shall also be permitted access to the underside of each manufactured home to inspect water and sewer connections. During an emergency, Management reserves the right to enter underneath each home without notice for the purpose of inspecting, and, if necessary, repairing, these connections.

## **8. MOTOR VEHICLES**

- A. Each resident is allowed no more than two (2) motor vehicles per lot without additional cost. For residents with more than two (2) motor vehicles, additional charges will apply as stated in the rental terms. Management reserves the right to restrict or limit the number of motor vehicles on a lot.
- B. All motor vehicles shall have a current license and registration. No unlicensed or unregistered vehicles are permitted in the Community. No boats, campers, or accessory trailers will be permitted in the Community. If you have such, you should find another storage area off the premises.
- C. No major auto repairs are permitted in the Community. A major repair means any repair that take more than one (1) days to be completed.
- D. No one is permitted to operate a motor vehicle without a license or under the influence of alcohol, illegal drugs or other substances which would impair the ability of a person to operate a motor vehicle.
- E. No motor bikes, a.t.v., mini-bikes, snowmobiles or similar vehicles are permitted in this Community at any time. A resident may maintain one motorcycle, provided they enter and leave the Community under the current posted speed limit of five (5) miles per hour and use the motorcycle for regular transportation. No joyriding is permitted in the Community at any time.

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## SEWER TREATMENT PLANT

- A. Each tenant is required to use low phosphate soaps only.
- B. No one is permitted in the area of the sewage treatment plant or any parts of the creek that flow through the Community.
- C. No one is permitted to open the sewer line manholes that run through the mobile home park.
- D. No one permitted to flush rags, hard paper, diapers, baby wipes, sanitary napkins, condoms, or non-soluble items. Clogged drains will be repaired at resident's expense.
- E. Leaking faucets and commodes must be repaired promptly as to conserve our water supply. The water supply anywhere is not an endless commodity.
- F. **OUR GRINDER PUMPS AT THE SEWER TREATMENT PLANT ARE INCAPABLE OF GRINDING RAGS, DIAPERS, HAIR, AND OTHER NON-BIODEGRADABLE DEBRIS. ANYTHING COMPOSED OF CKOTH OF PLASTIC HINDERS THE PERFORMANCE OF THE BACTERIA IN THE PLANT. THESE MATERIALS ARE UNABLE TO BREAK DOWN BIOLOGICALLY.**

**MY BIGGEST CONCERN IS THE GRINDER PUMPS. THESE PUMPS ARE VERY EXPENSIVE AND THESE MATERIALS ARE CAUSING HARM TO THE PUMPS. ON SEVERAL OCCASIONS I HAVE PULLED A JAMMED PUMP ONLY TO FIND WHAT APPEARS TO BE A DIAPER CLOGGING THE PUMP.**

**PLEASE REMEMBER HAIR, DIAPERS, RAGS, CONDOMS, TAMPONS, AND ALL OTHER BIODEGRADABLE MATERIAL AND DEBRIS BELONG IN THE GARBAGE. DO NOT FLUSH DOWN THE DRAIN.**

## 9. REGISTRATION FOR RESIDENTS AND VEHICLES

- A. Management requires that each resident the name of each occupant in each home, and all changes in occupants when those changes occur. Management also requires that each resident register all motor vehicles when those changes occur.

## 10. ACT 261 OF 1976

Important notice required by law: Each resident by signing below acknowledges receipt of a copy of the Mobile Home Community Rights Act, No. 261 of 1976 which is also incorporated into these rules, and a copy of Act 74 from the Pennsylvania Manufactured Housing Association signed into law in 1996.

## 11. RENTAL TERMS

- A. Each lot shall be leased on a month to month basis of \$ \_\_\_\_\_ per month, payable in check or money order to GREENTOP.  
No cash payments will be accepted, all rents are to be mailed to  
Melody Lakes 1045 N. West End Blvd - Lot 600, Quakertown PA 18951
- B. The base rent of \$ \_\_\_\_\_ per month includes occupancy of not more than one family per home per lot.
- C. Additional fees are as follows:  
Storage fees are \$ 25.00 per lot, per month, per motor vehicle for any resident with more than two (2) additional vehicles parked at their lot.
- D. Late charges for late rent are as follows:  
Late charges are \$ 5.00 per day past the fifteenth (15<sup>th</sup>) of the month with a maximum of \$ 80.00 per month. Late notices will be sent by the fifteenth (15<sup>th</sup>) of the month. (NO EXCEPTIONS!)
- E. No home shall be rented, leased, sub-leased or otherwise occupied by any person other than the original resident who occupies the home and signs these Rules. The home unit must be titled in the resident's name.
- F. Each resident agrees to and shall hold an keep harmless and indemnify the Management from an and all claims, suits, civil actions, demands and liabilities, including, damages to property or injuries to persons (including death) occasioned wholly or in part by or resulting from any act or omission by the resident or the resident's guests, licensees, invitees or for any cause or reason whatsoever arising out of or by reason of the occupancy by the resident.
- G. If the Community premises shall be taken under eminent domain or condemnation proceedings or shall be subject to termination as a Community, then these Rules and Regulations and all rights conferred upon the residents here under shall cease and determine and be of no further force and effect as of such date as Management shall fix by written notice, subject to all applicable Pennsylvania statutes, rules and regulations. The resident shall have no right to claim nor have any interest in any compensation received by Management for any such taking.

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Resident's Initials

- H. The various rights, restrictions and remedies of Management expressed in the Rules and Regulations, as amended, are cumulative and the failure of Management to enforce any of such right or restriction or to exercise any available remedy at any time against a resident shall not constitute a waiver thereof.
- I. The Rules and Regulations, as amended, constitute the entire agreement between the parties. Any modification of the Rules and Regulations, as amended, must be in writing and formally adopted by Management.
- J. If any information provided by the resident, whether by way or background, financial or otherwise, which has induced the Management to accept the resident into the Community is found by Management to be materially false, then upon notice to resident, the resident's continues occupancy in the Community shall be terminated and the resident shall be required to vacate the Community.
- K. In the event that Management institutes an action against resident for non-payment of rent and/or violation of the Community Rules and Regulations, resident shall be obligated to pay to Management, in addition to any other damages, all costs and fees incurred by Management in filing and prosecuting such action, including, but not limited to, filing fees, court costs and attorney fees.
- L. If a home is abandoned by its resident for a period of thirty (30) days or more it is considered abandoned under the provisions of applicable Pennsylvania law. In such event Management reserves the right to enter the home and secure any appliances, furnishings, materials, supplies or other personal property therein and to disconnect the home from any utilities. Management also reserves the right to remove the home from the lot and place it in a storage area within the Community.
- M. Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Guidelines for Community Living when, in the exclusive opinion of Community Management, special circumstances warrant the granting of exceptions or waiver of a particular provision as it applies to a particular resident or residents; so long as such welfare, health and safety of the other residents of the Community. For example, variances to these Guidelines for Living may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management. All circumstances will abide by Act 261 and all Community Rules and Regulations will be applied fair and evenly to all Residents.

### **13. SALE OF HOMES**

- A. Residents/Seller must notify Management of any impending sale thirty (30) days prior to the sale. An inspection fee will be charged to the tenant and must be paid prior to the sale. An inspection fee must be paid by the tenant prior to the sale and an inspection must be done prior to the sale. All homes must be inspected and be in compliance of all of the standards and regulations contained in the Rules and

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Regulations and all Township codes. It is the resident's responsibility to have an inspection done by the Township for their standards and codes. All inspections must be found to be in compliance with all codes and standards of the Community's and Township's Rules and Regulations. Final settlement on any home cannot take place, and a lease will not be assigned to the new owner unless the home is brought into compliance with any requirements with the Township or these Rules and Regulations.

- B. Each resident who desires to sell their home does hereby grant Management the right of first refusal to purchase the said home at the same price and upon substantially the same terms and conditions as shall be offered to the resident by any third party. Management must exercise such right of first refusal by entering into a written agreement to purchase the home within seventy-two (72) hours after receiving written notice from resident of the name, address, and telephone number of the prospective purchaser and the terms and conditions of the proposed sale.

#### **14. AMENDMENTS; APPLICATIONS**

WE RESERVE THE RIGHT TO MODIFY, AMEND AND TO ADD TO THESE RULES AND REGULATIONS AT THEIR SOLE AND ABSOLUTE DISCRETION. WE AGREE TO NOTIFY RESIDENTS OF ALL CHANGES TO THESE RULES AND REGULATIONS IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THEIR EFFECTIVE DATE. AFTER THE EFFECTIVE DATE, ALL RESIDENTS SHALL BE BOUND BY THE AMENDED RULES AND REGULATIONS AS IF THE SAME HAD BEEN IN THE ORIGINAL RULES AND REGULATIONS.

ALL RULES AND REGULATIONS ARE AND WILL BE APPLIED EVENLY AND FAIRLY TO EACH RESIDENT OF THE COMMUNITY. ALL RULES WILL BE ENFORCED EVENLY AND FAIRLY TO EACH AND EVERY RESIDENT OF THE COMMUNITY.

In accordance with the Mobile Home Park Rights Act in Pennsylvania each resident shall receive a copy of the Rules and Regulations of the community. In addition, a copy will be conspicuously posted on the Community premises.

Management wants to be sure that the Resident understands certain aspects of the Mobile Home Community Rights Act which deal with eviction from the Community in the event the Community is ever terminated or there is a change in use within the Community. Under Section 3 of the Mobile Home Park Rights Act a mobile home resident may only be evicted for certain specific reasons. Some of those reasons are as follows: If there is a change in use of the Community land or parts thereof; or Termination of Community. Thus, if there is a change in use of the Community land or any part of the Community land, or, if there is a termination of the Community, then the affected resident or residents may be evicted or a resident may be evicted for non payment of rental.

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If the Community is ever terminated or Management decides to change the use of the Community or a portion of the Community which would affect your lot, you will be so notified and the eviction process would begin. You will receive this notification by Certified or Registered Mail and you could be evicted for this or any other permitted reason under the Mobile Home Park Rights Act you will be required to remove your mobile home and all personal items from the Community following the appropriate notification. If this would ever occur you would not be entitled to any reimbursement from Management for any moving expense or any expenses incurred as a result of your having to move from the Community.

You are also advised that the size of your current lot, the sizes of the other lots within the Community and the density of homes in the Community are never guaranteed to remain the same. In the event Management decides to make a change in use of a portion of the Community and as a result of such change your lot is reduced in size or you are required to relocate to another lot, you as the Resident shall be solely responsible for all relocations expenses, including the expense of moving the home to another locations within the Community, if feasible, or to another Community altogether. In such event you will be solely responsible for the cost of such move.

By: \_\_\_\_\_

Management

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

## FEE DISCLOSURE COVER SHEET

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING OR RENEWING OR SIGNING A NEW LEASE FOR A MANUFACTURED HOME SPACE. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION STATED IN THIS DOCUMENT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, INCLUDING ALL LEASE OR RENTAL AGREEMENT DOCUMENTS AS WELL AS ANY RULES AND REGULATIONS THAT HAVE BEEN ESTABLISHED FOR THE MANUFACTURED HOME COMMUNITY. ORAL REPRESENTATIONS SHOULD NOT BE RELIED ON AS CORRECTLY STATING THE REPRESENTATIONS OF THE MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR. INSTEAD, YOU SHOULD REFER TO THE LEASE OR RENTAL AGREEMENT AND REQUIRED DISCLOSURE DOCUMENTS FOR CORRECT REPRESENTATIONS. YOU SHOULD ALSO REFER TO THE ACT OF NOVEMBER 24, 1976 (P.L.1176, NO.261), KNOWN AS THE MANUFACTURED HOME COMMUNITY RIGHTS ACT, TO BECOME FAMILIAR WITH YOUR OBLIGATIONS AND RIGHTS AS A MANUFACTURED HOME RESIDENT.

YOU HAVE **FIVE CALENDAR DAYS** FROM THE DATE YOU RECEIVED THIS DOCUMENTATION TO CANCEL YOUR AGREEMENT IN WRITING TO THE MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR.