

Lease for Alex Acres, Shady Ditch, Fine Manor



GSP MANAGEMENT CO.
P.O. BOX 677
MORGANTOWN, PA 19543

Lease Agreement

THIS LEASE AGREEMENT, made this _____ day of _____, 2____ by and between GSP Management Co., hereinafter called LESSOR, and _____, hereinafter called LESSEE.

WITNESSETH THAT, the Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor, the following premises:

Property _____ Lot No./Apt. No. _____

City/State/Zip _____

on a month-to-month basis, beginning on _____, to be used and occupied only for residential purpose, and for no other purpose.

THE LESSEE shall pay to the Lessor rent for the term hereof, the sum of \$_____ per month. Rent shall be paid in advance on the first day of each month. Rents paid on or before the first day of each month will be the amount indicated above. The grace period for payment beyond the 1st of the month, and fees for additional rent and returned checks are more specifically set forth in the park rules.

Rental payments shall be made payable to **GSP Management Co.** and mailed to GSP MANAGEMENT CO. at P.O. BOX 557, MORGANTOWN, PA 19543. Your Personal Account Number must appear on your check or money order to ensure proper credit to your account. You will receive your P.A.N. by mail following the execution of this lease agreement.

ANY AMOUNTS due from the Lessee to the Lessor will be deducted from the Security Deposit being held by the Lessor. Any remaining amount of the security deposit shall be returned to the Lessee upon termination of this lease.

THE LESSEE shall maintain the premises in good condition and, at the termination of this lease, shall deliver the rented premises in good order and condition, wear and tear from reasonable use excepted. The Lessee shall neither encumber or obstruct the sidewalks, driveways, yards, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

THE LESSEE agrees to and shall save, hold and keep harmless, and indemnify the Lessor from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liabilities for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any act or omission by the Lessee or the Lessee's guests, licensees, invitees, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Lessee.

THE LESSEE shall not, without written consent of the Lessor, assign or sublet the premises or any portion or part thereof.

THE LESSEE agrees that the Lessor or Lessor's agent(s), employee(s) or other representative(s) shall have the right to enter upon the lot (excluding the home owned by the Lessee) for the purposes of examining the same for the safety, repairs and the preservation thereof.

ALL GOODS or personal property of any kind in or upon the leased premises shall be the sole responsibility of the Lessee.

ANY EQUIPMENT, fixtures, goods or other property of the Lessee not removed by the Lessee upon the termination of this lease, or within 48 hours of quitting, vacating or abandoning the premises by the Lessee, or upon the Lessee's eviction, shall be considered abandoned, and the Lessor shall have the right, without any notice to the Lessee, to sell or otherwise dispose of the same at the expense of the Lessee and shall not be accountable to the Lessee for any part of the proceed.

IF THE LESSEE (a) does not pay in full any installment of rent herein agreed to be paid by the Lessee within a period of twenty (20) days after the same becomes due and payable, or (b) violates or fails to perform or otherwise breaks any covenant or agreement herein contained, or (c) vacates the demised premises:

THEN IN ANY of said events, there shall be deemed to be a breach of this lease and the Lessor, (1) may, at its option, declare all or part of the rent for the entire unexpired balance of the term of this Lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Lessee to be immediately due and payable in advance

and may proceed to collect the same as herein provided, (2) may declare that the term of this Lease shall immediately terminate and Lessor shall be entitled to exercise whatever rights are available to him under law and equity.

THE LESSOR shall not be liable for any damage or injury sustained by the Lessee or 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; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of the Lessee or this or any other Lessees' agents, guests, licensees, invitees, sub lessees, assignees or successors; or attributable to any interference with, interruption or failure beyond the control of the Lessor, of any services furnished or supplied by the Lessor.

THE VARIOUS RIGHTS and remedies of the Lessor expressed herein are cumulative, and the failure of the Lessor to enforce any such right or remedy at any time shall not constitute a waiver thereof.

LESSEE SHALL PAY all county, municipal, and school district real estate taxes assessed and levied against his home and personal property, and shall furnish the Lessor, when requested, proof of payment of same. Failure to pay such taxes, when due, shall constitute default hereunder.

UPON TERMINATION of this Lease, Lessee shall remove his home on or before termination date after obtaining the necessary removal permit from the local tax office, and shall display same to Lessor before commencing removal of his/her unit.

THE LESSEE shall conform to all rules and regulations made by the Lessor for the use and government of this mobile home park to protect the entire premises of the Lessor and to further the general comfort and welfare of all of the occupants, which rules and regulations, and any changes thereto hereafter adopted, are incorporated herein by reference and made a part hereof, the same as is fully set forth herein. Lessor shall furnish Lessee with prompt notice of all changes in said rules and regulations, 30 days prior to the effective date of the change, either by delivery by Regular U.S. Mail, or hand delivery to the Lessee. Lessee acknowledges receipt of a copy of such regulations concurrent with the execution of the Lease.

ATTACHED HERETO and made a part hereof is a copy of Notice required by Pennsylvania Act 261 of 1976. If any conflict exists between provisions in Act 261 or Notice, and provisions in this Lease, the Act and Notice control. Lessee acknowledges receipt of a copy of the Notice concurrent with the execution of this Lease.

THIS LEASE and the aforementioned rules and regulations, constitutes the entire agreement between the parties and same is not subject to oral modification. Further this agreement shall be legally binding upon the parties hereto, and there respective heirs, successors, and assigns.

THIS LEASE shall be extended and renewed by the parties hereto for the further term of each and every month thereafter from the expiration of the term granted hereby, upon all the above terms, conditions and covenants, with the exception of the monthly rental sum, which may be changed at the expiration of any Lease with a written notice to the Lessee informing him/her of such change, 30 days prior to the effective date of the change, either by delivery by Regular U.S. Mail or hand delivery to the Lessee.

EITHER PARTY may, (30) days before the lease termination date, give notice to the other of any intention to surrender or have possession of the premise, as the case may be. Notice by the Landlord (Lessor) to the Tenant (Lessee) or the Tenant (Lessee) to the Landlord (Lessor) must be submitted in writing. The Lessee further agrees that the Security Deposit (if any) held on behalf of the Lessee shall not be applied to the last month's rent, but rather will be held as security against damage to the lot, and will be refunded within 30 days of removal of the home and verification that no damage has been rendered to the lot and/or utilities serving the lot. This clause shall and continue to be operative likewise with respect to any renewals or extensions hereof.

IN WITNESS WHEREOF, the parties or their authorized representatives have hereunto set their hands and seals, dated this _____ day of _____, 2_____.

LESSEE (TENANT)

LESSOR (LANDLORD)

By: _____
For: GSP Management Co.

PINE MANOR MOBILE HOME PARK RULES AND REGULATIONS

MOBILE LIFE WARRANTY

To achieve a basic understanding between RESIDENT AND MANAGEMENT THE RESPONSIBILITIES OF EACH ARE SET FORTH CLEARLY AND MUTUALLY AGREED UPON BELOW. THIS WARRANTY ESTABLISHES CERTAIN CONDITIONS WHICH ARE NECESSARY FOR GOOD COMMUNITY RELATIONS AND ARE BASED ON IMPARTIAL APPLICATION AND COMPLIANCE IN ORDER TO INSURE BOTH RESIDENT AND MANAGEMENT AGAINST ANY SITUATION WHICH WOULD DENY THESE RIGHTS.

No rule or guideline shall be established which cannot stand the test of fairness, reason and logic. MOBILE HOME LIFE WARRANTY is based equally upon your cooperation and the GUARANTEE of your fundamental rights. The management reserves the right to make additions or changes to regulations when necessary. Residents will be advised of changes in the regulations at least thirty (30) days in advance thereof. The management does not want to evict anyone from the park, but any violations of these regulations may make the eviction necessary. Your suggestions and comments are always welcomed and encouraged. We reserve the right to enter any lot (not home) at any time. Please help us to maintain a high standard of living, for this is our constant mission.

1. TO GUARANTEE PLEASANT AND ENJOYABLE SURROUNDINGS

- a) In order to protect the appearance of the park, mobile homes must be attractively maintained and comply with all the laws and ordinances of the state, county and township. NO television antennas may be erected since cable is available.
- b) Each resident is responsible for the appearance of their lot. It must be neat and clean and free from litter at all times. There will be NO dumping in the Pines Manor park. Trash will be picked up on the designated day of the week. There is a four (4) bag limit per week. Garbage must be stored in suitable containers at the end of your driveway for pick-up. No garbage is to be stored in plastic bags on patios on under homes. After pick-up, remove your containers from the curbside; the area must be kept clean. Each resident shall maintain their mailbox. Each resident is fully responsible for the general maintenance of their shrubs, lawn and etc. The management reserves the right to perform maintenance if neglected and bill the resident accordingly. NO SALT on patios, driveways or street. Tenants will be responsible for the damages. Tenants are also responsible for checking their heat tape, there will be NO RUNNING WATER IN THE WINTER TO KEEP YOUR LINES FROM FREEZING. Because of underground utilities, any landscaping that requires digging must be approved by the management.

- c) Each home must be provided with standard mobile home skirting and be approved by the management within sixty (60) days of residency. It must be kept in good repair at all times. Any exterior home repairs or alterations must be approved by the management. As of this date, metal sheds will no longer be approved. There is a limit of ONE (1) shed per lot.
- d) Fences will not be permitted. They limit access for maintenance and this has been amended in October of 1995.
- e) NO flammable materials or equipment is to be stored in or under the home. This is a violation of the township ordinance and the fire department. These same materials are not to be stored in the open or adjacent to the mobile home since this creates an unsightly nuisance.
- f) Turning off the street lights is prohibited; if troubleshooting is necessary, there will be a service fee. If your light is out due to no negligence of your own, notify the management and it will be repaired.

2. TO GUARANTEE UNDERSTANDING OF FINANCIAL AND LEGAL RESPONSIBILITY

- a) The resident may not, without written consent of the management, sublet the premises or any parts thereof. The resident may sell the mobile home belonging to the resident, but if following the sale the home is to remain in the park with a new owner, written approval of the new owner must be obtained PRIOR to the sale. Bring your prospective buyer to the office for the necessary approval. If a mobile home is sold to a buyer who is not approved by the management, the sale will be valid, but the new owner will be required to remove the home immediately from the park. You may, therefore, suffer substantial damages if you attempt to sell the home without the management's approval.
- b) Rents are due and payable on the last day of each month for the following month. ANY rents received after the third (3rd) of each month will be subject to a \$45.00 late fee. Any returned checks will also be subject to a \$35.00 returned check fee. Any rents past due may, at the discretion of the management, be deemed delinquent and legal action will commence for collection and/or eviction. (b,b) Senior citizens who are retired and on social security with no other income will be allowed a 10% discount on the base rent. Those households who have an occupant gainfully employed will not be allowed the discount. Pets are not included in this discount.
- c) Water, garbage, and sewage are included in your lot rent. Lot rent is based on ONE family per home. There will be no more than two (2) persons allowed per bedroom. Should there be more than five (5) people in any home there will be a \$10.00 charge for the sixth (6th) person. This sixth person must be approved by the management. Any person that moves in without the approval of the management will be assessed \$5.00 per day. Residents who have frequent visitors and such visitors spend more than two (2) days a week in their household will be considered a permanent occupant, and therefore be required to pay the additional fee.
- d) A security deposit of \$200.00 is required before entering your home into the park. If you are renting a home owned by Pine Manor, then your security deposit is the same amount of your monthly rent. A thirty (30) day written notice is required before vacating the premises.

- e) Residents assume all responsibility of any kind associated with their personal property(s) or person(s) in connection with occupancy.
- f) Anything planted in the ground on the mobile home lot, whether such planting is accomplished by the management or by the resident, shall be considered the property of the mobile home park owner. Residents moving from the community will not be permitted to remove trees, bushes, plants or other shrubbery from the lot.
- g) Please avoid trespassing on other residents' lots. Parents should instruct their children to be aware of this rule. It is also your responsibility to make your guests aware of this rule. Residents will be responsible for their guests' actions the entire time they are in the park. No children at any time shall play in the construction areas, or in any residents' property or unoccupied spaces or near any construction equipment or materials. Parents will be responsible for any damages. Your child's safety is our concern.
- h) Loud music or parties will not be permitted. Excessive use of intoxicating liquor, boisterous conduct, and disturbance of the peace and quiet and willful destruction of property are all prohibited.
- i) Noises must be held to a minimum after 10:00pm. Children will not be permitted to roam or ride bicycles in the park after 9:00pm. During the day, it is necessary to have respect for your neighbors. Please keep stereos to a minimum.
- j) Each resident shall provide and maintain a fire extinguisher at such a place in the house as to be readily accessible at all times. The design of such fire extinguisher must in all cases be approved by the management.
- k) Display or use of bow and arrows, BB guns, pellet guns, air rifles, sling shots or any other type of weapon and/or gun is **STRICTLY PROHIBITED** in the park. There is no hunting on Pine Manor property at any time. Please do not request permission.
- l) Residents are permitted to invite into their homes such vendors as tradesmen, deliverymen, or suppliers of various goods and services from the vendor of their choosing. However, vendors will not be permitted to solicit in the park except by permission of the management. Residents are requested to notify the management immediately if vendors are attempting to solicit on the park premises without the proper identification and authorization. Yard sales must be in compliance with state and local laws. Please do not have yard sales after dark.
- m) The management shall not be liable for damage or injury which may be sustained by the resident or any other person as a consequence of failure, breakage, leakage or obstruction of the water, sewer, waste or soil pipes, or the electrical, gas or oil systems, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of any resident or assignees or successors including resident, guests, agents, licensees, invitees, and subletees or attributable to any interference, interruption or failure, beyond the control of the owner. Residents are urged to obtain the necessary insurance against these contingencies.
- n) Residents must pay all the real estate taxes assessed and levied against the mobile home and, upon request by the management, must furnish proof of payment. Residents must notify the management as soon as possible when they are planning on moving from the park. A minimum of thirty days is required. The mobile home may not be removed from the park unless all rents, fees, charges and/or assessments are paid up to the end of the term. The management may prevent the removal of the

mobile home to enforce this rule. Residents are advised that, prior to removal of a mobile home from the park, a removal permit is required. This permit must be shown to management before commencing with the removal of the unit.

- o) Any resident who is convicted of a felony, whether the felony is committed within or outside of the park, shall be subject to eviction.
- p) With respect to any mobile home which is abandoned in the park for a period of thirty (30) days or more, the management or its agents may enter the home, secure any loose or moveable appliances, furnishings, materials or supplies, and move the home to a storage area or other location. The management will have NO responsibility for safeguarding the mobile home or its contents.
- q) The resident cannot sell, lease or trade axels or wheels from the mobile home while living in the park.
- r) Lawns will be cut and trimmed at all times to a height of three (3) inches. If this regulation is not observed, the management will accomplish the cutting and bill the resident accordingly.
- s) Section 2, paragraph (s) is amended as follows: 1) There is a 35-pound weight limit at full maturity for all pets; monthly pet fee is \$5.00 per pet per month; and this includes cats. 2) Only two pets are permitted, you may have 1 cat and 1 dog (NOT two dogs). 3) Resident agrees that the pet will not disturb the rights, comforts and conveniences of other Residents. This applies regardless of whether the pet is inside or outside of the Residents' home. 4) Dogs must be leashed at all times when outside the Resident's home and must be under Resident's direct supervision. Dogs may not be tied or left outside when Resident is not at home. 5) Pet shall not be tied to any fixed object anywhere on the premises. Outside animal shelters are not permitted. 6) Resident will not permit the pet to defecate anywhere on Community premises except on the Resident's own site. Keep your lots clean. 7) A pet caught running loose will be sent to the Humane Society. The second time a pet is seen running loose it must be removed from the Community. 8) Resident shall be liable for the entire amount of all damages caused by the pet. Resident shall be strictly liable for the entire amount of any injury to the person or property of others caused by pet. 9) Each pet must be approved by the Management and a photograph will be required as well as a pet agreement signed and dated for our files. 10) Resident will be required to submit yearly proof of shots and licensing. 11) Resident must provide proof that the pet has been neutered or spayed. 12) Certain breeds will not be permitted, such as Pit Bulls, Chows, and other aggressive small dogs. Mobile homes are not large enough for Labs, Dobermans, etc; the weight limit eliminates those types of dogs. Rental units are not permitted to have pets (amended April 12, 2002).
- t) NO swimming or wading pools of any type or kind are permitted in the park. Washing of cars, driveways, patios, etc, is NOT permitted. NO GARDEN HOSES, YOU MAY NOT WATER YOUR GARDEN FROM YOUR OUTSIDE FAUCETS.
- u) All residents, when leaving the park permanently, are required to clean up the lot they occupied after the removal of the home. If this is not done, a clean-up cost will be deducted from your security deposit.
- v) There will be a \$10.00 charge for any certified or registered letter that must be sent in order to collect rents, have rules obeyed, or at any time that a tenant must be contacted concerning park business.

- w) At NO time will anyone be allowed to loiter, congregate, play any games, impede traffic or antagonize the residents in the Pine Manor Park streets. There is a field designated for the children to play on on Park Avenue.
- x) As of October 10, 1995, there will be NO PETS accepted into Pine Manor Mobile Home Park. All existing pets may remain provided all the rules and regulations are complied with in reference to Section 2, paragraph (s) of the rules. Once a resident loses their pet, for whatever reason, they will not be permitted to replace this pet. Please be advised, anyone who is selling their homes and has prospective buyers, they must also comply with this new amendment.
- y) All residents that are renting a home from Pine Manor must notify the management of any frozen pipes, leaks or any other problem with water immediately. Should any unnecessary damage occur to the home the tenant will be billed accordingly.
- z) All residents that are privately selling their home, must keep the FOR SALE sign in the window, not on the lot.
- aa) Each household is issued one (1) key at no cost for the cluster mailboxes. Should the resident lose their key there will be a \$20.00 charge for replacement. In the event that a resident moves from the park, they must return their key to the office of Pine Manor. Should the resident fail to return their key when moving, a \$50.00 charge will be deducted from their security deposit.
- bb) If entering or removing your mobile home from the park, there is a \$300.00 deposit required prior to transporting and it will be held by the management until transportation is completed.
- cc) Upon the sale of your mobile home, it is required that a copy of the completed title transfer be submitted to the management. It will be kept on file.
- dd) Your house number must be secured and prominently displayed on your mobile home so that it can be seen from the street.
- ee) All window air conditioners must be installed properly and correctly supported. Positively no props to the ground will be permitted.
- ff) Anyone seen or reported dumping rubbish or debris across from the office or anywhere on Pine Manor property will be prosecuted to the fullest extent.
- gg) Residents who have unauthorized pets will be required to remove the pet from the home and must provide written documented proof to the management that this has been done.
- hh) Tenants that rent their home (not just lots) from Pine Manor must obtain written permission for nails in walls and doors. Obtain permission for the removal of screens and windows and when installing A/C and ceiling fans. The changing of locks is prohibited. Any alterations must have prior approval.
- ii) Any resident that has the State Police called to their homes for disturbing the peace and/or for domestic violence more than two (2) times will be subject to eviction, upon discretion of the management.
- jj) There will be NO basketball nets permitted in driveways, streets or anywhere in the Pine Manor Mobile Home Park.

3. TO GUARANTEE SAFETY WITH TRAFFIC AND VEHICLES

- a) The posted speed limit is TEN (10) miles per hour in the park. Residents must obey all traffic signs in the park. Reckless driving is prohibited.

- b) Parking of motor vehicles on the streets or grass will not be permitted. Vehicles at all times must be parked in the spaces provided. If more space is required, it can be done with consent of the management at the tenant's own expense.
- c) Parking of immobilized or disabled vehicles is prohibited on the premises. Vehicles must have current registration and inspection. The placing of a vehicle on jacks or blocks for performance of major repairs or for the draining of crankcases or radiators is prohibited.
- d) No persons will be allowed to operate a motor vehicle without an operator's license in the park.
- e) Overnight parking of commercial vehicles larger than a pick-up truck is prohibited.
- f) Bicycles operated in the park will obey posted traffic signs. No joyriding on mini-bikes, mopeds, etc, on the park premises.
- g) Parking and storage of boats, boat trailers, and any and all recreational vehicles will be permitted only on designated parking areas by the management. Arrangements for such parking must be made with the management. Parking of such vehicles is prohibited at any other place in the park.
- h) The roadway approaching the bridge has a tendency to freeze due to lack of sunlight. Please abide by the speed limit and proceed through the park with caution.
- i) Please be advised, there is no on-street parking permitted. During the winter months, with all the snow, it is time-consuming to ask people to move their vehicles from the streets. Please park in your driveway so that our plows can better take care of the roads. Please also instruct your children to stay away from the equipment and plows so that they will not be hurt. Their safety is our concern. We have had notices that the children are building tunnels in the snow and for safety purposes we will not allow this. The men cannot see the children and we do not want anyone to get hurt.
- j) All residents are responsible for the clean-up costs and repairs to driveways due to leakage of fuel, oil and other liquids that leak from the vehicles.
- k) Management reserves the right to tow from any location in the community any vehicle that is not in compliance with the rules and regulations, at the expense of the owner of the vehicle.
- l) NO parking or storage of boats or campers on Pine Manor Property.