

**Green Hill MHC LLC
210 Green Hill Drive
Green Lane, PA 18054
215-234-8756**

Lease

Preface: This rental agreement ("Agreement") and the attached rules and regulations ("Park Rules") are designed to ensure the comfort, convenience, and protection of you, the other homeowners and the park owner. Your cooperation should help to preserve the value and desirability of the park and the homes in it by providing an attractive and peaceful environment.

For an apartment rental lease please see "Lease Addendum" for information on additional information and also for items that are not relevant to the standard lease.

1. Definitions:

- You are the TENANT.
- The park owner is the LANDLORD.
- Green Hill MHC LLC is the PARK.
- Your mobile home is the HOME and is described as follows:
 Make/Model: _____
 Color/Dimensions: _____
- The space rented by the TENANT to place their HOME in the PARK is the LOT.
- Areas in the park that are usable by all TENANT'S are the COMMON AREAS. These COMMON AREAS include the PARK'S streets.
- The rules and regulations is a separate document that contains the PARK'S RULES.
- The person chosen by the TENANT and the LANDLORD to settle disputes between them is the ARBITRATOR.

2. What LANDLORD is renting to the TENANT:

- LANDLORD is leasing to the TENANT;
 - 1. Lot Number: _____ and Box Number: _____
 - 2. The right to use the COMMON AREAS.

3. Rent:

- TENANT agrees to pay LANDLORD rent in the amount shown on the attached rent schedule per month for the LOT and right to use the COMMON AREAS, including all items set forth in the rent schedule. The total monthly rent will be \$_____.

- Rent is due in advance on the first day of the month. This means that the TENANT must pay May's rent on May 1st.
- If TENANT does not pay their rent by the 7th day of the month, there is a ten percent (10%) late fee charge assessed to the TENANTS account.
Example: If TENANT pays May's rent on May 8th, TENANT must then also pay a 10% late fee charge. If TENANTS rent is \$660.00 a month they would then pay \$726.00 (\$660 rent plus \$66 late fee charge.)
- If TENANT leases the LOT for only part of the month, then the TENANT will only pay for the portion of the month in which they resided on the LOT. This means that if TENANTS lease starts in the middle of the month, they will only pay for the number of days in which the LOT was leased for.

4. Length of the Lease:

- The lease is for one (1) year.
- The lease will start on _____ and will end on _____.

5. Renewing the Lease:

- TENANT and LANDLORD can renew the lease by doing nothing.
- The new lease will be the same as the old lease. The TENANT agrees to continue to pay the same rent to the LANDLORD with the addition of any increase in the rent or other additional PARK fees. The LANDLORD will notify the TENANT in writing of any changes in the rent or PARK fees. The lease will continue on a month to month basis thereafter.
- If TENANT does not want to stay in the PARK at the end of the lease, TENANT will notify the LANDLORD in writing.
- If LANDLORD does not want TENANT to stay in the PARK, the LANDLORD will notify TENANT in writing.

6. Taxes:

- TENANT must pay any home registration fees and taxes assessed against the TENANT or the home when they are due.
- If LANDLORD is required to pay TENANTS taxes:
 1. LANDLORD will notify TENANT; and
 2. TENANT agrees to pay LANDLORD the amount of taxes due at least thirty (30) days but not earlier than sixty (60) days before the taxes are due.

7. Utilities:

- TENANT agrees to pay for the following utilities for the LOT and HOME:
 1. Electricity
 2. Gas
 3. Telephone

4. Cable Television
5. Any other utilities which the LANDLORD is not obligated to pay

- LANDLORD agrees to pay for the following utilities:
 1. Trash Removal

8. Use of the LOT and the COMMON AREAS:

- TENANT must use the LOT as a private residence. This means that the TENANT cannot operate a business on the LOT.
- TENANT must do the following when using the LOT or the COMMON AREAS:
 1. Follow the PARK RULES
 2. Not do anything unlawful
 3. Not interfere with other TENANTS right to use the PARK

9. Assignment, Subletting, or Sale:

- TENANT cannot assign or sublet the LOT or the right to use the common areas
- TENANT may sell his home.
- LANDLORD will allow the new owner of the TENANTS home to stay in the PARK if the new owner:
 1. Meets the criteria set for in the PARK approval process
 2. Signs a new lease
 3. Signs a copy of the PARK rules and regulations

10. Pets:

- TENANT may keep pets, but TENANT must follow the RULES concerning pets and also will be assessed an addition rent charge in the amount set forth on the rent schedule.
- An animal trained to assist a TENANT who is disabled (or a service animal), is not considered a pet. TENANT does not have to follow the RULES for this type of animal. Documentation of the animal's service credentials must be provided to the LANDLORD.

11. Damage to TENANTS Property:

- TENANT is responsible for his own property, including the HOME.
- If TENANTS property is damaged, LANDLORD is not responsible unless LANDLORD caused the damage.
- If TENANTS home is damaged so that TENANT cannot live in it, the lease will end if;
 1. TENANT requests in writing to end the lease within thirty (30) days of the event that caused the damage
 2. LANDLORD requests in writing to end the lease within thirty (30) days of the event that caused the damage

- If the lease ends because of damage the TENANT agrees to;
 1. Remove the damaged home before the end of the lease
 2. Pay LANDLORD the cost of restoring the LOT to the condition it was in before the damage occurred.
- If TENANT does not remove the home before the end of the lease, LANDLORD may remove the home and charge the TENANT the cost of the removal.
- If the lease does not end, TENANT has thirty (30) days to repair the damage after it occurred. TENANT must still pay rent in this case even if they are not currently living on the lot.

12. TENANT Agrees to Indemnify LANDLORD:

- Tenant agrees to indemnify LANDLORD for any claims or losses against LANDLORD arising from the use of the LOT or the COMMON AREAS by TENANT or TENANTS guests. This means that TENANT agrees to be legally responsible for what TENANT or TENANTS guest do while in the park.
- TENANT agrees to carry liability insurance coverage for the entire term of the lease.

13. LANDLORD has the right to enter TENANTS LOT and the COMMON AREAS:

- LANDLORD has the right to enter the TENANTS LOT and the COMMON AREAS to;
 1. Make necessary repairs and maintenance
 2. Inspect the condition of the LOT and the COMMON AREAS
- LANDLORD agrees to enter the TENANTS LOT only during reasonable hours unless;
 1. TENANT requests that LANDLORD enter the LOT at a specific time
 2. There is an emergency on TENANTS LOT, such as fire or a water leak
- LANDLORD will not enter the TENANTS home unless;
 1. TENANT requests that LANDLORD enter the HOME
 2. There is an emergency inside the TENANTS HOME

14. Parking:

- TENANT may park no more than two (2) vehicles on the LOT
- TENANT agrees to follow the rules concerning parking that are listed in the rules and regulations

15. Rules:

- LANDLORD has established rules for the PARK
- These rules are part of the lease. In the lease the PARK rules are referred to as the "rules and regulations"
- TENANT agrees to follow the rules and regulations

- TENANT agrees that breaking the rules and regulations means that TENANT has violated the LEASE
- LANDLORD can change the rules and regulations at any time and shall give TENANT written notice of any changes in the rules and regulations

16. Homes:

- TENANT agrees to maintain the HOME by obeying;
 1. The lease
 2. The rules and regulations
 3. The law
- No home shall be placed on the LOT without the approval of the LANDLORD
- The HOME shall be kept level and firmly on the LOT
- No other improvements are allowed on the LOT without the LANDLORDS approval
- TENANT shall make all connections to utilities in a safe and proper way and shall be responsible for keeping these connections in good shape

17. When TENANT must tell the LANDLORD something:

- If the lease or the rules requires the TENANT to tell the LANDLORD something, the TENANT must send it by certified mail to;

GREEN HILL MHC LLC
210 GREEN HILL DRIVE
GREEN I ANE, PA 18054

- If the LANDLORD changes the address, he will inform the TENANT in writing of the new address of where to send certified mail

18. Security deposit:

- When the TENANT signs the lease, a security deposit of _____ (approx. equal to one month's rent) will be paid
- LANDLORD will deduct damage to the LOT and COMMON AREAS caused by the TENANT or by the TENANTS guests
- At the end of the lease, LANDLORD will return the balance of the security deposit to the TENANT
- TENANT agrees that the security deposit can not be used to pay the last months rent on the lease

19. Multiple TENANTS

- Every TENANT who signs the lease and rules and regulations is bound by them
- Each TENANT who signs this lease is responsible for;
 1. The actions of the TENANT
 2. The actions of the TENANTS guests

3. The actions of other TENANTS who signed this lease
4. The actions of the guests of other TENANTS who signed this lease

20. Rights of Mortgagee:

- The lease is subordinate to the rights of the PARKS mortgagee's (those who hold a mortgage on the PARK). This means that any mortgage by the LANDLORD on the PARK controls over this lease
- TENANT agrees to sign documents that subordinate TENANTS lease to the rights of the PARKS mortgagees

21. Violating the lease:

- LANDLORD can terminate or end the lease and evict the TENANT for;
 1. Not paying rent when it is due
 2. Two (2) or more violations of this lease or the rules and regulations occurring within a six (6) month period
 3. A change in the use of PARK land or parts of the PARK
 4. Termination of the PARK

22. LANDLORD will enforce the lease:

- LANDLORD will enforce the lease, this includes all of the rules and regulations. The rules and regulations apply to everyone equally, not just to some TENANTS
- If the LANDLORD decides to waive a part of the lease, it will be done in a just manner. PARK rules and regulations will not be enforced on some TENANTS and waived for other TENANTS unless required to do so by law
- If the LANDLORD tells the TENANT in writing that the TENANT has broken the lease, the TENANT then has ten (10) days to quit breaking the lease
- If the TENANT continues to break the lease, the LANDLORD may end the lease and evict the TENANT from the PARK

23. If Government uses its power of eminent domain:

- Eminent domain is the governments right to take private property for public use. This means that the government can take the park from the LANDLORD
- If the government uses eminent domain to take any part of TENANTS LOT, the lease ends for the part it takes
- TENANT agrees that the LANDLORD does not owe the TENANT anything for any part of the TENANTS LOT that the government takes by eminent domain

24. Validity of the lease:

- If part of this lease, including the rules and regulations, is unenforceable, it will not affect the validity of the lease. All valid parts of the of the lease will be enforced as a binding agreement between the TENANT and the LANDLORD
- I have read this agreement and understand everything included within it
- I have shown this agreement to my lawyer and have decided to sign it without his counsel
- By signing this agreement, I agree to be legally bound by everything contained within it

TENANT:

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(Date)

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(Date)

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(Date)

LANDLORD:

Steven Fitting
Community Manager
Green Hill MHC LLC

(Date)

/GREEN HILL MOBILE HOME PARK RULES

THESE RULES ARE PART OF YOUR LEASE AGREEMENT:

- You are the TENANT.
- The PARK owner is the LANDLORD.
- Green Hill Mobile Home Park is the PARK.
- Your mobile home is the HOME.
- The space rented by the TENANT to place his home in the PARK is the LOT.
- Areas in the PARK used by all tenants are the COMMON AREAS.
- These Rules are part of the lease. Every TENANT who lives in the PARK must follow these rules.
- The LANDLORD can change these rules at any time. If the LANDLORD changes a rule, he will notify the TENANT.

A. TENANT MUST KEEP HIS LOT IN GOOD CONDITION.

- The TENANT must keep the following in good condition:
 1. Lawns
 2. Driveways
 3. Walkways
 4. Porches
 5. Patios
 6. Stairs
 7. Railings
 8. Gardens

B. TENANT MUST KEEP HIS HOME IN GOOD CONDITION.

- The TENANT must keep the following in good condition:
 1. The outside of his home, including skirting
 2. Utilities connections
 3. Plumbing
 4. Fire extinguishers

EXAMPLES: TENANT must paint his house when needed
TENANT must repair plumbing leaks

- If TENANTS home is severely damaged, then the TENANT must remove the HOME from the PARK. If TENANT does not remove his HOME, then the LANDLORD may have it removed.

C. TRASH: STORAGE AND COLLECTION.

- TENANT must place his trash in closed containers.
- LANDLORD has provided TENANT with a trash pick-up area.
- TENANT must take his closed containers to the pick-up area and reclaim them after the trash has been picked up.

D. VEHICLES.

- TENANT cannot store unregistered or "junk" vehicles in the park.
- LANDLORD can tow such vehicles and TENANT must pay the cost of the towing.
- TENANT cannot wash or repair vehicles in the PARK.
- TENANT owes LANDLORD for all damages caused by their vehicles to the PARK.
- The speed limit is 15 m.p.h..
- Except for deliveries, vehicles having a gross weight of 9,000 pounds or more are not permitted in the PARK.
- TENANTS must store recreational vehicles in areas designated by the LANDLORD.

E. CHILDREN AND GUEST'S.

- TENANT is responsible for his children and guest's.
- If TENANTS children or guest's cause any damage to the PARK, the TENANT must pay the LANDLORD the cost of the damage.

F. PETS.

- TENANT must:
 1. Register his pet with the LANDLORD.
 2. Keep his pet on a leash and under control.
 3. Pay for any damage or injury caused by his pet.
 4. Promptly remove any pet waste from COMMON AREAS.
 5. Pets with a shoulder height in excess of fifteen inches (15") are not permitted in the PARK.
- TENANT cannot:
 1. Tether his pet to a stationary object in the common areas.
 2. Allow his pet to enter the community facilities.
 3. Allow his pet to disturb other tenants right to enjoy their own lot.
 4. Maintain a dog kennel in the PARK.
- If LANDLORD receives three (3) written complaints from other tenants that TENANT is violating these rules, TENANT must remove the pet from the PARK.
- If TENANTS pet injures someone in the PARK, TENANT must remove the pet from the PARK.

G. SIGNS.

- TENANT may place "for sale" signs on his or her lot if he is trying to sell his home. These signs should not interfere with the right of other tenants to use common areas.
- If TENANT sells his home, he must remove the "for sale" signs within twenty four (24) hours.
- TENANT cannot place any other commercial signs in the park.

H. NOISE.

- TENANT cannot disturb other tenants' right to enjoy their lots in the PARK.

I. SALE OF HOME BY TENANT.

- TENANT may sell his home.
- If the new owner wants to stay in the PARK, he must get LANDLORD'S approval. LANDLORD will not unreasonably withhold approval. LANDLORD will not approve the new owner if the new owner has bad credit.
- If LANDLORD approves, the new owner must sign a new lease and a document containing the PARK'S rules.

J. ARCHITECTURAL REQUIREMENTS.

- Before a TENANT can move his home into the PARK, his home must meet safety standards required by law.
- TENANT must make sure that while his home is in the PARK the home complies with the law.
- TENANT must make sure that his utilities are connected to his home according to the safety standards required by law.

K. MISCELLANEOUS.

- TENANT cannot drink alcohol in the COMMON AREAS of the park.
- TENANT cannot build open fires, including barbeques, unless allowed to do so by law.
- TENANT cannot cause disturbances within the park that inhibit other TENANT'S ability to enjoy their LOT.
- TENANT cannot place objects into the plumbing that will injure the park's plumbing system.
- TENANT'S clotheslines must comply with the law. LANDLORD suggests that TENANT place clotheslines in rear of the LOT. LANDLORD recommends that clothesline poles be no higher than seven (7) feet tall.
- TENANT'S television antennas must comply with the law. LANDLORD suggests that TENANT attach antennas to the utility side of TENANT'S home.
- LANDLORD is not responsible for any of TENANT'S losses caused by:
 1. Fire
 2. Theft
 3. Vandalism, or
 4. Acts of God (example: Tornado)

L. DEPOSITS

- LANDLORD will keep TENANT'S deposits for the term of the lease.
- At the end of the lease, LANDLORD will subtract money owed by TENANT from the deposit. LANDLORD will return 'the rest' of the money to the TENANT.

- LANDLORD will¹ not pay interest to TENANT on the deposit unless required to do so by law.

M. LANDLORD WILL ENFORCE THE RULES.

- LANDLORD will enforce the rules. The rules apply to everyone equally, not just to some tenants.
- If LANDLORD decides to waive a rule, he will do so in a just manner. He will not enforce the rule on some tenants, and waive it for other tenants unless required to do so by law
- TENANT should tell LANDLORD in writing if someone is breaking the rules.
- If LANDLORD tells TENANT in writing that TENANT has broken a rule, TENANT must quit breaking the rule within ten (10) days.
- If TENANT continues to break the rule, LANDLORD may end lease and evict the TENANT from the PARK.

N. LANDLORD CAN CHANGE THE RULES.

- LANDLORD can change the rules at any time.
- If LANDLORD changes the rules he will give TENANT a copy of the new rule.
- TENANT must comply with the new rule thirty (30) days after receiving a copy of the rule from LANDLORD.

I HAVE READ THIS AGREEMENT AND UNDERSTAND EVERYTHING IN IT.

I HAVE SHOWN THIS AGREEMENT TO MY LAWYER OR HAVE DECIDED TO SIGN IT WITHOUT TALKING TO HIM.

BY SIGNING THIS AGREEMENT, I AGREE TO BE BOUND BY EVERYTHING IN IT.

(TENANTS NAME)

(DATE)

(NAME AND TITLE OF LANDLORD'S AGENT)

(DATE)

Green Hill Mobile Home Community

ADDITION TO PARK RULES

Effective 12/1/98, the Green Hill Mobile Home Community will be revising the requirements for mobile homes accepted into this park or being permitted to remain in this park after the termination of an existing lease. In addition to all current rules, a mobile home will be required to have house type vinyl siding (or other house type siding approved by the park management) and will be required to have a roof with a minimum pitch of 2.5 inches per foot for single-wide homes and 3.0 inches per foot for double-wide homes, which must be shingled. Current mobile homes which do not meet these requirements may remain in the park until the current tenant's lease is terminated, either by the park or the tenant, or until the sale of the mobile home.

This change to the park rules is an addition to all of the other park rules, which shall continue in full force.

Effective December 1, 1998 and instituted by Green Hill Mobile Home Community

ADDENDUM TO SECTION "D. VEHICLES" OF THE PARK RULES

Effective 10/1/2016, the Green Hill Mobile Home Community will be revising the park rules, specifically section D, pertaining to vehicles. This revision will address the use and storage of small motor vehicles and ATV's within the park. This addition shall read as follows; "At no time should motor bikes, dirt bikes, golf carts, or any other ATV's be used anywhere within the park on its streets or grounds. These recreational vehicles may be stored at individual home sites for use outside of the park as long as they are stored in an appropriate location and are well kept." This addendum does not apply to lawn mowers or other such small engine powered equipment that is to be used to maintain a home site or park grounds.

This change to the park rules is an addition to all of the other park rules, which shall continue in full force.

Effective October 1, 2016 and instituted by Green Hill Mobile Home Community