

Benny's Mobile Home Park
LBP Management, LLC
Office: 215-295-3732
1461 Bristol Pike
Morrisville, PA 19067

RULES AND REGULATIONS OF BENNY'S MOBILE HOME PARK AS
OF JANUARY 7, 2016

I. MAINTAINING MOBILE HOME AND GROUNDS

- A. Tenants are responsible for maintaining the home site. Your home should be attractively maintained and comply with all laws and ordinances of the state, county and township.
- B. Each Tenant is responsible for the appearance of his lot. It must be neat and free of litter at all times. Each Tenant is further responsible for the general maintenance of his lawn and shrubs. The street in front of the lot must be kept clean. EACH TENANT'S LAWN MUST BE KEPT MOWED, NEAT AND FREE OF DEBRIS. Evictions will be filed upon the third violation.
- C. All homes must be enclosed with skirting. All skirting must be secure with no wooden boards or blocks of any type to secure said skirting. Said skirting must be painted in one color and combustible materials should not be used.
- D. All driveways must have stone in them if you presently park on the ground (ie not a pavement). Management will reimburse you for up to \$50 (taken off your rental payment for that month) of the stone after it is put in and you provide a copy of the receipt to them.
- E. Fences are permitted to be erected, upon prior approval of the Management. All fences so authorized must be sturdy, well maintained and, if made of wire, said fence may not be rusted or broken.
- F. Porches and screened in patios must be securely erected, well maintained and painted.
- G. There will be one (1) shed per space permitted. The largest size permitted will be 10' x 12' and said shed must be property maintained and painted. Shed must be kept neat and clean in appearance. If at any time it is your intention to erect a shed, you must obtain a Falls Township permit. There is a fine for erecting sheds without said permit.
- H. The pumping and maintaining of the cesspools are solely the responsibility of Tenant. If two homes are on one shared cesspool, each Tenant must pay one half the cost of said maintenance.

- I. Trash cans are to be covered and kept in the rear of your lot, except on pickup days. The pickup day is Thursday. All trash cans should be placed on slate, brick or a concrete base.
- J. Water Leaks: Please note that Management is only responsible for the underground leaks. That means if you have a leak in a pipe that is underground (ie buried and has to be dug up), then Management will cover the plumbing expense. However, if the problem is in your house, or from your connection UP, you will be responsible for that cost. If we are forced to call and pay the plumber for you, reimbursement to us will be due with your next month's rent. (Per the Lease, all home maintenance is the responsibility of each and every Tenant.)
- K. IF THE ABOVE REQUIREMENTS ARE NOT ATTENDED TO PROPERLY BY THE TENANT, THE MANAGEMENT WILL FEEL FREE TO DO IT AT THE TENANT'S EXPENSE. CONTINUED FAILURE TO COMPLY WITH ANY OF THE RULES AND REGULATIONS OF THE PARK COULD RESULT IN **LEGAL** ACTION RESULTING IN EVICTION.

II. CONDUCT

- A. Tenants shall be responsible for the conduct of the members of their family, guests and extended guests, and shall be liable for any and all damages to property of others.
- B. No Tenants will make or permit any disturbing noises, loud parties or sound systems that are disturbing to others and will interfere with the rights, comforts and convenience of other Tenants. Noise absolutely must be held to a minimum after 10:00 p.m. The Park has a curfew of 10 p.m. weeknights, 11 p.m. weekends. All outside gatherings must be moved indoors after those times.
- C. Trespassing on other Tenants' lots is not permitted.
- D. Threatening or harassing other Tenants is **STRICTLY** prohibited. Tenants found to be in violation of this order are subject to immediate eviction proceedings. This behavior will not be tolerated.
- E. Pets are permitted. All pets must be kept in Tenant's own yard at all times. Dogs, if not fenced in, must be kept on a leash when outside.
- F. Each Tenant shall provide and maintain a fire extinguisher at such time in the home as to be readily accessible at all times.
- G. Bow and arrow, BB guns, pellet guns, air rifles and fireworks are prohibited in the Park.

- H. Tenants are permitted to invite to their homes such vendors as tradesmen, deliverymen or suppliers of various goods and services, and to purchase goods and services from a vendor of their own choosing.
- I. The Management shall not be liable for any damage or injury which may be sustained by the Tenant or any other person as a consequence of the failure, breakage, leakage or destruction of the water, sewer, waste or soil pipes of the electrical, gas or oil system or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any Tenant, including Tenant's guests, extended guests, agents, licensees, invitees; or attributable to any interference with interruption of or failure beyond the control of the Management, or any services to be supplied by the Management. **TENANTS ARE URGED TO OBTAIN THE NECESSARY INSURANCE AGAINST THESE CONTINGENCIES.**
- J. **ZERO TOLERANCE POLICY. THERE IS ZERO TOLERANCE FOR CRIMINAL ACTIVITY IN THIS PARK. ANYONE CAUGHT COMMITTING A CRIME, BREAKING INTO ANYONE'S HOUSE, DESTROYING PROPERTY, ETC. WILL BE EVICTED. THIS INCLUDES MINOR CHILDREN. ANYONE CAUGHT HIDING INFORMATION ABOUT ANY OF THE AFORESAID ACTIVITIES WILL BE EVICTED. ANYONE CAUGHT AIDING AND ABETTING ANYONE WITH THESE TYPES OF ACTIVITIES WILL BE EVICTED.**

III. TRAFFIC AND VEHICLES

- A. No Tenant may own a motorcycle.
- B. The posted speed limit is 5 m.p.h. in the Park. **CARELESS AND RECKLESS DRIVING IS SPECIFICALLY PROHIBITED AT ALL TIMES. In addition, it is required that your vehicle PHYSICALLY STOP at the Stop Sign near the big tree. There will be a \$50 fine imposed IMMEDIATELY for any Tenant, any interim guest of any Tenant, any extended guest of any Tenant and any vendor of any Tenant.**
- C. Parking the vehicles on the streets will not be permitted; vehicles at all times must be parked in the parking spaces provided at each home site. Tenants are allowed two vehicles per home site. Additional vehicles will be charged \$25.00 per month and this payment is due at the time of the rental payment.
- D. Parking of immobilized or disabled vehicles is prohibited on the premises. Placing of a vehicle on jacks or blocks for performance of major repairs is not allowed. At no time is a car to be parked in a yard.
- E. All operators of vehicles must be licensed drivers.

- F. Overnight parking of commercial vehicles larger than a pickup truck (larger than one-half ton) is prohibited.
- G. Parking and storage of boats, boat trailers, travel trailers, tent campers, pickup camper bodies, snowmobiles or trailers and any and all other recreational vehicles will be permitted only by prior approval of the Management. Arrangements for the parking must be made with the Management prior to said parking. Parking of such vehicles is prohibited at any places so designated in the Park.
- H. The washing of cars is not permitted.
- I. Vehicles in violation of any of the Park Rules or Regulations may be towed away at owner's expense. Twenty-four hours' notice will be given.

IV. LEASING REGULATIONS

- A. A mobile home, or mobile home site, is not to be sublet. Commercial business is not permitted in the Park. Signs are not to be displayed by any Tenant on the lot or mobile home other than name and lot number. Tenants shall use the site as a place of residence only.
- B. **ALL MEMBERS OF A HOUSEHOLD MUST BE REGISTERED WITH THE MANAGEMENT.** Extended guests (persons or person staying longer than one week or more) must be registered with Management. In addition Tenant will be charged \$25.00 per each extended guest per month. This fee is payable with the monthly rent. Tenant is responsible for each extended guest's behavior. Management is to be notified in writing when an extended guest is staying with Tenant and the anticipated length of each extended guest's stay. Management is also to be notified in writing when any guest becomes an extended guest. **THIS RULE WILL BE STRICTLY ENFORCED.** (This also includes Resident Minors' guests.)
- C. Tenants may not sublet the premises or any portion or part thereof. Tenant may sell the mobile home belonging to the Tenant. In that event, upon the home being placed upon the market, the Tenant shall immediately contact the Management, so to advise and to be advised of the general standards for new Tenants, and the procedures involved. Said procedures specifically include Management standards for continuing to maintain said mobile home on Management's premises. In the event Tenant vacates Management's premises, the mobile home must be sold or removed within sixty (60) days of the vacating of said premises.
- D. The only homes that may be sold are those with a build date of 1986 or newer. All others can be sold, but they cannot remain in this Park. Upon final sale, they must be removed from the premises within thirty days.

- E. Following any sale, if the mobile home is to remain in the Park with the new owner, written approval of the new owner by the Management is required, and this approval must be obtained prior to sale. If a mobile home is sold to a buyer who is not approved by the Management, while the sale may be valid, the new owner will not be considered a Tenant, and the mobile home will be removed from the Park immediately. You may, therefore, suffer substantial damage if you attempt to sell without assuring the Management's approval of the new Tenant.
- F. If a Tenant with a home with a build date of 1985 or older decides to vacate their lot, then Tenant must either: (1) take the mobile home with them; or (2) hire a removal company to demolish the home. Simply giving Landlord the title to the mobile home is NOT ACCEPTABLE. Tenant will be responsible for any costs incurred by the Landlord in removing abandoned homes from the lot.
- G. Children's bicycles, carriages or other articles must be kept indoors or in the Tenant's shed when not in use.
- H. Tenants must notify Management as soon as possible when planning to move from the Park. A minimum of thirty (30) days notice is required. All rent, fees, charges and assessments must be paid to date and all township ordinances complied with.
- I. Rent is due and payable on the 1st day of each month. Any rent not received by the 5th day of the month will be subject to a monthly late charge of \$75.00. Any rent past due fifteen (15) days may, at the discretion of the Management, be deemed delinquent and a forced collection will begin in accordance with the Mobile Home Park Act. If a check is returned for non-sufficient funds, Landlord reserves the right to not accept any checks from Tenant. Instead, the Tenant may pay the rent with a money order. In addition, the Tenant will be responsible for any bank fees incurred by the Landlord.
- J. Tenants must pay all real estate taxes assessed and levied against the home and, upon request, must furnish proof of payment to Management.
- K. With respect to any mobile home which is left abandoned in the Park for a period of sixty (60) days or more, the Management or its authorized agents may enter the home, secure any loose removable appliances, furnishings, materials or Supplies. The Management will have no responsibility for guarding the mobile home or its contents.

V. GENERAL

- A. Anything planted in the ground on the mobile home lot, whether such planting is accomplished by the Management or the Tenant, shall be considered the property of the Management. Tenants moving from the community will not be permitted to remove trees, bushes, plants or other shrubbery from their lots.

- B. Tenant complaints or inquiry should be in writing to the Management, unless they are of an emergency nature.
- C. The Management is not responsible for damage, injury or loss by accident, theft, fire or any act of God to the property, owners, guests or extended guests.
- D. When paying your rent by check or money order, please write the month for which the rent is being paid, and the lot number.
- E. Tenants are advised that, prior to the removal of a mobile home from their Park, a removal permit is required. This removal permit must be shown to the Management before commencing removal of the unit.
- F. The Management reserves the right to make additions or changes to the Rules and Regulations when necessary. Tenants will be advised of changes in the Rules and Regulations at least thirty (30) days in advance thereof.

VI. MANAGEMENT RIGHTS

- A. The purpose of the Park Rules and Regulations is to establish clearly set guidelines necessary for good community relations, and to assure impartial application of general standards between Management and Tenants.
- B. In the event of failure to comply with any of these provisions, Management reserves the right to do any repairs which are necessary for Park operation, safety or appearance.
- C. **MANAGEMENT RESERVES THE RIGHT TO TAKE APPROPRIATE LEGAL ACTION AS PERMITTED BY STATUTE IN THE EVENT OF FAILURE TO PAY RENT, OR COMPLY AFTER NOTICES GIVEN OF A VIOLATION OF ANY REGULATION, AND OTHER SUBSEQUENT VIOLATION, OR A FAILURE TO MEET THE APPROPRIATE STANDARDS SET FORTH. SHOULD MANAGEMENT HAVE TO FILE SUIT TO EVICT YOU, YOU WILL BE HELD RESPONSIBLE FOR LANDLORD'S LEGAL FEES AND COSTS. BY SIGNING THE LEASE YOU AGREE TO THIS TERM.**

TENANTS SHOULD, THEREFORE, BE ADVISED THAT THESE RULES AND REGULATIONS ARE IMPORTANT, AND THEY GOVERN YOUR CONDUCT AS WELL AS THAT OF MANAGEMENT, AND YOU COULD LOSE OR FORFEIT SUBSTANTIAL LEGAL RIGHTS BY YOUR FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.