

Appendix A
Park Rules & Regulations
[BEL-AIRE TRAILER COURT/DELAWARE VALLEY TRAILER PARK]

The rules set forth below govern the terms of your lease or occupancy agreement with this mobile home park. The law requires all of these rules to be fair and reasonable.

You may continue to stay in this park as long as you pay your rent and other reasonable fees, service charges and assessments hereinafter set forth and abide by the rules of the park.

You may be evicted for any of the following reasons:

1. Nonpayment of rent.
2. A second or subsequent violation of the rules of the mobile home park occurring within a six month period.
3. If there is a change in use of the park land or parts thereof.
4. Termination of Mobile Home Park.

"You shall only be evicted in accordance with the following procedure:

1. Prior to the commencement of any eviction proceeding, the mobile home park owner shall notify you in writing of the particular breach or violation of the lease or park rules by certified or registered mail.
 - (i) In the case of nonpayment of rent, the notice shall state that an eviction proceeding may be commenced if the mobile home resident does not pay the overdue rent within 20 days from the date after April 1st and before September 1st, and 30 days if given on or after September 1st and before April 1st or an additional nonpayment of rent occurring within six months of the giving of the notice may result in eviction proceedings.
 - (ii) In the case of a breach of the lease or violation rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless you have been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months the mobile home park owner may commence eviction proceedings at any time.

In addition, no eviction proceeding for nonpayment of rent may be commenced against you until you have received notice by certified or registered mail of the nonpayment and have been given to pay the overdue rent 20 days from the date of service if the notice is given on or after April 1 and before September 1, and 30 days if given on or after September 1 and before April 1. However, only one notice of overdue rent is required to be sent to you during any six-month period. If a second or additional violation occurs within six months from the date of the first notice then eviction proceedings may be immediately started against you.

You are entitled to purchase goods or services from a seller of your choice and the park owner shall not restrict your right to do so.

Enforcement of the Mobile Home Park Rights Act is by the Attorney General of the Commonwealth of Pennsylvania or the District Attorney of the county in which the mobile home park is located. You may also bring a private cause of action. If your rights are violated you may contact the State Bureau of Consumer Protection or your local District Attorney.

Initials:---

Appendix A - "Continued"
RULES AND REGULATIONS
BEL-AIRE TRAILER COURT · 1475 Bristol Pike
DELAWARE VALLEY TRAILER PARK ·1061 Bristol Pike

I. MAINTENANCE MOBILE HOME AND GROUNDS

- A) Tenants are responsible for maintaining the home site, including leaf & snow removal. The 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 the lot. It must be neat and free of litter at all times. Each Tenant is further responsible for the general maintenance of their lawn and shrubs. The street in front of the lot must be kept clean. No one may dig more than twelve inches deep without prior approval of the Management; this is critical due to the presence of underground utility lines.
- C) **The Falls Township ordinance for mobile homes require that each;**
 - a) Mobile Home in the Park shall be equipped with at least one approved hand operated fire extinguisher or the type useable for use in oil fires, preferably the foam type. The extinguisher shall be installed in the inside of the mobile home in a fixed location, preferably near a door, but in no case in close proximity to a cooking or heating stove. Each extinguisher shall be maintained in a workable condition at all times; and
 - b) No additions of any kind shall be built onto nor become part of any mobile home without approval of the Township of Falls and the Management. Skirting on mobile homes is MANDATORY, but such skirting shall not attach mobile home permanently to the ground, create a fire hazard or provide harborage of rodents. Said skirting must be painted one color and combustible material may not be used. All skirting must be secure with no wooden boards or blocks of any type.
- D) Fences are permitted to be erected only 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.
- E) Porches and screened in patios must be securely erected, well maintained and painted. No building is permitted without written permission of the Management and proper building permits.
- F) There will be one (1) shed per space permitted. The largest size permitted will be 10' x 12' and said shed must be properly 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 and permission from the Management. There is a fine for erecting sheds without said permit.

- G) The pumping of the cesspool is the responsibility of the Park, although if one needs to be pumped you must notify Management.. Calling directly to the company for pumping will result in responsibility for payment. In the event that the cesspool that your mobile home is attached requires excessive pumping you will be responsible for the excess costs and an inspection of your mobile home will be conducted.
- H) Trash cans are to be covered and kept in the rear of your lot, except on pick-up days. The pick-up day is Thursday. Trash/Recycling should be put out Wednesday night for pickup, no earlier. All trash cans must be returned by Thursday night to the rear of your lot or in a non-conspicuous location and NOT kept out in front of your mobile home.
- I) Heat Tapes: All water line heat tapes and heat rods must be plugged in prior to freezing weather and can be unplugged when weather permits. If there is any freeze damage resulting from neglecting this requirement, the repair will be at the expense of the Tenant. All water and drain connection must be properly fitted as to prevent leakage. Management reserves the right to discontinue water service to the home if it is determined that the homeowner has been negligent either in installing, maintaining or operating heat tapes and/or rods.
- J) Tenant, his family, employees, visitors, invitees and guests shall not walk or drive on the lawns or sites of others unless invited to do so. Children may only play and/or congregate in areas designated or at individual sites when invited. Kindly see to it that children are careful to protect the rights and property of others as well as the property of the Park. Trees, flowers, shrubbery and office/laundry area should be protected against damage. Do not litter the Park. Take pride in a clean and beautiful environment. Insist that your children play around your own mobile home. The lawn and laundry areas are not play areas.
- K) The number of Tenants in a home is limited to a maximum family of four in a single-wide home. All person residing in the mobile home must be registered with the Management and named on the lease.
- L) The mobile home Park will not be used for the purpose of advertisement or sale or repair of autos or other merchandise. Door-to-door soliciting is not permitted. The mobile home of the Tenant cannot be sold except in accord with the lease provisions.
- M) Children's bicycles, carriages or other articles must be kept indoors or in Tenants shed when not in use. Swing sets or gyms, swimming/wading pools, and hot tubs are prohibited on the premises.
- N) Only Management and/or authorized representatives are allowed to work on the utility hook-ups that link the home with the utility source.
- O) Outdoor barbecuing, watering of lawns and outdoor recreational activities must be done so as not to impose on neighbors.
- P) Tenant shall keep mobile home and site in good state of preservation and cleanliness and neatly painted. The home and other structures must be washed at a minimum once a year.
- Q) The wash house and other water apparatus shall not be used for any purpose other than that, for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into same; and any damages resulting from misuse thereof shall be borne by the Tenant by whom it shall have been caused:

- R) The Management is not responsible for damage, injury or loss by accident, theft or fire to either the property or family of the Tenant or guest. You must protect yourself with adequate insurance.
- S) Washing machines and dishwashers are **NOT PERMITTED** in mobile homes because of the cesspools. It is preferred that you wash at the public Laundry Mat.

II. TRAFFIC AND VEHICLES

- A) The posted speed limit is **5 M.P.B. in the Park. You must obey the 5 mph speed limits at all times or legal action may be taken. Careless and reckless driving is specifically prohibited at all times.**

- B) ***Bel-Aire Trailer Court***

The maximum number of motor vehicles is two per mobile home site and they **must-be parked in your driveway and off the street** unless you have special written permission from the Management.

- Delaware Valley Trailer Park***

The maximum number of motor vehicles is one space per mobile home site. Any additional may be parked in visitor parking area on a first come first served basis. All vehicles parked in visitor area have a 24 hour time limit and must be moved.

Motor vehicles are defined as automobiles, motorcycles and small trucks. Boats, campers, trailers, canoes, snowmobiles, all-terrain vehicles etc. are **not** permitted on the premises. Tenants cannot park or store any unauthorized truck, boat, motorcycle, trailer, disabled motor vehicle or the like unless special arrangements are made with Management in writing. Additional vehicles will be charged \$25.00 per month and the Tenant must have written permission from the Management to have an extra vehicle. All vehicles must be licensed, registered, with current inspection sticker and in running condition. Tenant agrees to remove or allows the Management to remove at tenant's expense any such vehicle which; does not meet current requirements of license, registration or inspection sticker. You must keep roadway clear for fire and all other emergency vehicles, **(PER ORDER OF FIRE MARSHALL)**.

- C) Parking of immobilized or disabled vehicles is prohibited on the premises. Placing of a vehicle on jacks or blocks for performance or major repairs is not allowed. At **no time** is a car to be parked in a **yard or near a cesspool**.
- D) All operators of vehicles must be licensed drivers.
- E) Overnight parking of commercial vehicles larger than a pickup truck (larger than one-half ton) is prohibited.
- F) The washing of cars is **NOT** permitted on the premises.
- G) Vehicles in violation of any of the Park Rules and/or Regulations may be towed at Tenants expense. Twenty-four hours notice will be given.

III. CONDUCT

- A) Tenants shall be responsible for the conduct of the members of their family, guests and extended guest, and shall be liable for any and all damages to property of others.
- B) No Tenant shall make or permit any disturbing noises, play, or suffer to be played any musical Instrument, phonograph, television, radio or the like between the hours of 10:00 pm and the following 9:00 a.m. if the same shall disturb or annoy other Tenants. Noise absolutely must be held to a minimum after 10:00 pm. The Park has a curfew of 10:00 pm week-nights, 11:00 pm week-ends. All outside gatherings must be moved indoors after this time. If any Tenant is suspicious of anyone or curfew has been broken, please contact Fall Township Police Department.
- C) Alcoholic Beverages: Any and all drinking of alcoholic beverages will be reserved for consumption with the confines of one's mobile home. Public drunkenness, drunk driving or improper conduct stimulated by alcoholic consumption is prohibited.
- D) Drugs: The selling, possession and/or use of illegal drugs, and the driving of vehicles under the influence of same or the conduct of one-self is an improper manner while under the influence of drugs is prohibited.
- E) Trespassing on other Tenants' lots is not permitted.
- F) Bow and arrow, BB guns, pellet guns, air rifles and fireworks are prohibited in the Park.
- G) Gambling is prohibited as provided by state law.
- H) 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, 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 guest, agents, licensees, invitees; or attributable to any interference with the interruption of or failure beyond the control of the Management, or any services to be supplied by the Management. Each Tenant must carry adequate Fire and Extended Coverage "insurance" on the mobile home and must also maintain general public liability insurance. Each Tenant will be required to provide suitable evidence of such insurance.
- I) All Tenants must supply a copy of Title and Certificate of Occupancy verifying ownership of said mobile home and that proper township requirements have been made.

IV) PETS

- A) No pets are permitted in the mobile home Park. Pet sitting/visiting is not permitted.

V) LEASING REGULATIONS

- A) Rent is for the parties listed on the lease. Rent is based on 2 person occupancy. Additional Tenants are \$20.00 per person/month. In no event will a mobile home be occupied by more than 4 people.

- B) Commercial business is not permitted in the Park. Signs are not to be displayed by any Tenant on the lot or mobile homes other than the name and lot number of the residence. Tenant shall use the site as a place of residence only, not to operate a business full or part time.
- C) All members of a household must be registered with Management. Extended guest (persons or person staying longer than 72 hours) 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. The name & address of the guest must be provided. This rule will be strictly enforced.
- D) A mobile home, or mobile home site, is not to be sublet. No Tenant may take in boarders or permit anyone other than the persons on the lease to live on the premises. Tenant may sell the mobile home belonging to the Tenant. In that event, if the home will be placed upon the market, the Tenant shall immediately contact the Management, so to advise and to be advised of the general standard for new Tenants, and the procedure involved. Said procedures specifically include Management standards for continuing to maintain said mobile home on Management premises. In the event Tenant vacates Management premises, the mobile home must be sold or removed within sixty (60) days of the vacating of said premises.
- E) Prior to any sale, an application must be submitted to Management by prospective buyer, a \$10.00 non-refundable fee will be applied. 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 must be removed from the Park immediately at the mobile home owner's expense. Tenant may, therefore, suffer substantial damage if Tenant attempts to sell without assuring the Management's approval of the new Tenant.
- F) 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. Rent is due and payable within the first five (5) days of each month from 6:00 pm to 8:00 pm. Any rent not received by 8:00 pm on the fifth day, will be subject to a late charge of \$50.00. 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; Management reserves the right to not accept any checks from Tenant. Instead, the Tenant may pay the rent with a money order. A returned check will incur a \$35.00 fee due at the time of rent collection.
- G) Tenants must pay all real estate taxes assessed and levied against the home and, must furnish proof of payment to Management.