

Heritage Village Community Rules

Lehigh Township
4196A Heritage Lane
Walnutport, PA 18088

LEASE, RULES, DESIGN CRITERIA, RENT DISCLOSURE

RENT PAID TO:

HERITAGE VILLAGE MANAGEMENT, LLC.

Revised October 22, 2014

HERITAGE VILLAGE PARK LEASE

PREFACE: This rental ("Agreement") and the attached Rules and Regulations ("Park Rules") are designated to ensure the comfort, convenience, and protection of you the homeowner, and the landowner. Your cooperation should help to preserve the value and desirability of Heritage Village and the homes in it, by providing an attractive, safe, and peaceful environment.

1. DEFINITIONS

You are the TENANT.

The PARK owner is the LANDLORD.

Heritage Village is the PARK.

PARK RULES is a separate document that contains the Park's rules.

2. WHAT LANDLORD IS RENTING TO TENANT

LANDLORD is leasing to TENANT:

- a.) Lot
- b.) The privilege to use COMMON AREAS

3. RENT

TENANT agrees to pay LANDLORD rent in the amount set forth on the attached Rent Schedule per month for the LOT and the privilege to use COMMON AREAS, including all additional rent items set forth on the Rent Schedule.

Rent is due on or before the first Monday in any given month. The Rent Schedule defines both the rent incentives and penalties associated with time of payment.

4. LENGTH OF THE LEASE

The lease is for one (1) month. The lease will start on

_____, and end on _____

5. HOW LANDLORD AND TENANT CAN RENEW THE LEASE.

TENANT and LANDLORD can renew the lease by doing nothing. At the end of the lease, a new one-month lease will begin unless the TENANT informs the LANDLORD otherwise. The LANDLORD will notify the TENANT in writing at least 30 days prior to a rent increase.

The new lease will be the same as the old lease, TENANT agrees to pay the rent to LANDLORD and the lease will be for an additional month.

If the TENANT does not want to stay in the PARK at the end of the lease, TENANT promises to notify LANDLORD in writing 30 days prior to the TENANT publishing their home for sale. LANDLORD reserves the right to approve or deny any buyer for residency in the PARK.

LANDLORD may terminate the lease if TENANT repeatedly violates this LEASE or if TENANT fails to pay rent as it becomes due.

6. TAXES

LANDLORD pays all property taxes for the PARK. TENANT is required to pay all applicable real estate taxes on the TENANT'S manufactured home and accessory buildings and structures.

7. UTILITIES

TENANT agrees to pay for the following utilities for his LOT and HOME:

- a.) ELECTRICITY
- b.) GAS/OIL
- c.) TELEPHONE
- d.) CABLE TELEVISION OR THE LIKE
- e.) ANY OTHER UTILITIES FOR WHICH LANDLORD IS NOT OBLIGATED TO PAY.

LANDLORD agrees to pay for the following utilities:

- a.) WATER
- b.) SEWAGE
- c.) TRASH REMOVAL

8. HOW TENANT MAY USE LOT AND COMMON AREAS

TENANT must use the LOT only as a private residence. This means that TENANT cannot operate a business on the LOT.

TENANT must do the following when using the LOT or the COMMON AREAS

- a.) Follow all park rules
- b.) Not do anything unlawful
- c.) Not interfere with the other tenants' rights to use the common areas.

9. ASSIGNMENT, SUBLETTING, OR SALE

TENANT cannot assign or sublet the LOT or the right to use the COMMON AREAS.

TENANT may sell their homes.

LANDLORD will allow the new owner of TENANT'S home to stay in the PARK if the new owner:

- a.) Has good credit.
- b.) Has a satisfactory rental history.
- c.) Passes a background check.
- d.) Signs a new lease.
- e.) Signs a copy of the Park Rules and Rent Schedule.

10. PETS

TENANT may keep pets, but TENANT must follow the RULES concerning pets and pay additional rent in the amount set forth on the attached Rent Schedule.

An animal trained to help a TENANT who is disabled is not considered a pet, and TENANT is not required to pay additional rent. (i.e. a Seeing Eye dog.)

11. DAMAGE TO TENANT'S PROPERTY

TENANT is responsible for his own property, including the HOME.

TENANT must obtain and maintain property insurance in an amount sufficient to repair or replace his HOME to its pre-damage condition.

If TENANT'S property is damaged, LANDLORD is not responsible unless LANDLORD caused the damage.

If TENANT'S home is damaged so that TENANT cannot live in it, the lease will end if TENANT requests in writing to end the lease within (30) days of the event that caused the damage; OR

If the lease ends because of damage, TENANT agrees to:

- a.) Remove damaged home within (120) days of the event which damaged the home, or LANDLORD has right to remove home and the TENANT will be charged the cost,(OR)
- b.) Pay LANDLORD the cost of restoring the HOME and LOT to its pre-damage condition.

TENANT must still pay rent even if he is not living on LOT due to damage to his HOME.

12. TENANT AGREES TO IDEMNIFY 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 TENANT'S guests. This means that TENANT agrees to be legally responsible for what TENANT or TENANT'S guests do while in the PARK.

TENANT agrees to carry liability insurance coverage for the entire term of the LEASE and subsequent renewal periods.

13. LANDLORD HAS THE RIGHT TO ENTER TENANT'S LOT AND THE COMMON AREAS.

LANDLORD has the right to enter TENANT'S LOT and the COMMON AREAS to:

- a.) Make necessary repairs and maintenance;
- b.) Inspect the condition of the LOT and COMMON AREAS

LANDLORD agrees to enter TENANT'S LOT only during reasonable hours, unless:

- a.) TENANT requests that LANDLORD enter the LOT at a specific time
- b.) There is an emergency on TENANT'S LOT (fire, utility repair, etc.)

LANDLORD will not enter TENANT'S HOME unless:

- a.) TENANT requests that LANDLORD enter the HOME
- b.) There is an emergency in TENANT'S HOME.

14. PARKING

TENANT may park no more than two (2) vehicles on the parking pad provided.

TENANT agrees to follow the rules concerning parking that are listed in the RULES.

15. RULES

LANDLORD has established RULES for the PARK.

These RULES are part of the LEASE; the PARK RULES are referred to as the RULES.

TENANT agrees to follow the RULES.

TENANT agrees that breaking the RULES means that TENANT has violated the LEASE.

LANDLORD can change the RULES at any time and shall give TENANT written notice of any changes in the RULES.

16. HOMES

TENANT agrees to maintain his home by obeying:

- a.) the LEASE
- b.) the RULES
- c.) the LAW

No HOME shall be placed on the LOT without approval of LANDLORD.

NO IMPROVEMENTS ARE ALLOWED TO THE LOT WITHOUT LANDLORD'S APPROVAL.

17. WHEN TENANT MUST TELL LANDLORD SOMETHING

If the LEASE or RULES requires TENANT to inform LANDLORD of a change or improvement, the TENANT must send it by certified mail to:

Heritage Village Management LLC, 4196A Musket Lane, Walnutport, PA 18088

18. SECURITY DEPOSIT

When TENANT signs the LEASE, TENANT must pay LANDLORD (1) one full month's rent without discounts, as the security deposit.

LANDLORD will deduct damage to the LOT and COMMON AREAS caused by TENANT or TENANT'S guests.

At the end of the LEASE, LANDLORD will return the remaining money to the TENANT.

TENANT agrees that TENANT cannot use the security deposit to pay the last month's rent.

19. MULTIPLE TENANTS

Every TENANT who signs the LEASE and RULES is bound by them.

Each TENANT who signs this LEASE is responsible for:

- a.) The actions of TENANT
- b.) The actions of TENANT'S guests
- c.) The actions of the other TENANTS who signed the LEASE
- d.) The actions of the guest of the other TENANTS who signed this LEASE.

For homes with more than (4) four occupants, see RENT SCHEDULE.

20. RIGHTS OF MORTGAGEE

The LEASE is subordinate to the rights of PARK'S mortgagees (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 PARK'S mortgagees.

21. VIOLATING THE LEASE.

TENANT violates the lease by

- a.) Not paying rent when it is due.
- b.) Committing three (3) or more violations of this LEASE or the RULES occurring within a six-month period.

22. LANDLORD WILL ENFORCE THE LEASE.

LANDLORD will enforce the LEASE. This includes the RULES. The RULES apply to everyone equally, not just to some tenants.

If LANDLORD decides to waive part of the LEASE, LANDLORD will do so in a fair and just manner. LANDLORD will not enforce the RULES on some tenants, and waive it for other TENANTS unless required to do so by LAW.

If LANDLORD notifies TENANT in writing that TENANT has broken the lease, TENANT must quit breaking the LEASE within (10) ten days.

If TENANT continues to break the LEASE, LANDLORD may end the LEASE and evict the TENANT from the PARK.

23. IF THE GOVERNMENT USES ITS POWER OF EMINENT DOMAIN

Eminent Domain is the Government's right to take private property for public use. This means that the Government can take the PARK from LANDLORD.

LOT# _____

TOTAL RENT \$ _____

HERITAGE VILLAGE RENT SCHEDULE

- Monthly Rent
- Discount if paid in advance by 1st Monday / month (\$25.00)
- Additional Charge if not paid by the 10th / month \$25.00

Additional Charges:

- Animals \$10.00ea.
- Add'l Vehicles (trailers, boats, cycles, ATV's, etc.) \$10.00ea.
- Add'l Occupants over base of (4) four \$10.00ea.
- Security Deposit
- Garage \$25.00

Rent is due on or before the first Monday of the month.

For additional information contact the Property Manager in writing to 4196A HeritageLn Walnutport, Pa. 18088

Vehicles
Model _____
Model _____

Pets _____

TENANTS

_____	_____
_____	_____
_____	_____

PARK RULES

These rules are part of your LEASE agreement!

- ❖ You are the TENANT.
- ❖ The PARK owner is the LANDLORD.
- ❖ Heritage Village is the PARK.
- ❖ Your Manufactured Home is the HOME.
- ❖ The space rented by TENANT in the PARK is LOT# _____.
- ❖ Areas in the PARK used by all TENANTS are called COMMON AREAS.
- ❖ These RULES are part of your LEASE.
- ❖ Every TENANT who lives in the PARK must follow these RULES.
- ❖ The LANDLORD can change these rules at any time.
- ❖ If LANDLORD changes the rules, he will notify TENANT of the changes.

1. TENANT MUST KEEP HIS LOT IN PRESENTABLE SHAPE.

a.) The TENANT shall

- Keep grass mowed and free of weeds.
- Remove high grass and weeds from around lawn trees (not buffer zones), shrubbery and gardens.
- Keep gardens, shrubs and bushes neat and well cared for. If TENANT desires a flower garden in excess of forty (40) square feet, TENANT shall obtain written permission from LANDLORD.
- Fertilize and seed lawns as the LANDLORD may from time to time specify.

- c.) The TENANT shall keep the driveways, walks, porches and patios neat and in good condition and repair.
- d.) The TENANT shall promptly remove ice and snow from driveways, walks, porches and patios located on the LOT.
- e.) The TENANT shall keep driveway light in good operating condition and repair at all times.
- f.) The TENANT shall keep any porches, stairs and railings in good condition and repair and painted in harmony with the color of home.
- g.) In the event the TENANT fails to comply with these requirements, the LANDLORD may perform the work and bill the TENANT for the cost of any such work.

2. TENANT MUST KEEP HIS HOME IN PRESENTABLE SHAPE.

The TENANT must keep the following in good condition.

- a.) Outside of his home, including skirting.
- b.) Utility connections and water connections.
- c.) All accessory buildings and structures.

3. TRASH—STORAGE AND COLLECTION

Rubbish, trash and properly wrapped garbage shall be deposited only in appropriate closed receptacles which shall be covered at all times and kept in areas behind the home, out of sight.

Trash containers shall be moved to the street for collection only on collection days. After the trash has been collected, the container shall be returned promptly to the rear of the house. Trash should not be left for collection in plastic bags without the trash containers unless required by the trash collector.

4. CLOTHESLINE AND REELS:

Clothesline not exceeding one-third the length of the home are permitted. However, clothes are not to be left on the lines overnight. Clotheslines are to be kept only in the rear of the house.

5. MOTOR VEHICLES

a.) Passenger Vehicles

- The TENANT shall not keep or store unregistered or junk vehicles in the PARK. Such vehicles shall be towed away at the TENANT'S expense.
- The TENANT shall not perform any repairs on any vehicle on the premises or in the PARK.
- Damage to paved parking areas, or unpaved surfaces caused by leaking gas or oil from vehicles shall be the responsibility of the TENANT. The TENANT shall remove any such vehicle from the PARK, and shall reimburse the LANDLORD for any damages caused thereby upon demand.
- The speed limit in the PARK is (25) Twenty Five miles per hour.

b.) Recreational Vehicles

- The TENANT shall not keep or store any commercial and/or recreational vehicles, including, and without limitation: , trailers, motor scooters, motorcycles, motorbikes, snowmobiles, motorized go-carts, and ATVs without permission of LANDLORD.
- The TENANT shall not keep or store any canoes, or boats of any description without the permission of LANDLORD.

c.) Parking

- Vehicles shall be parked overnight only in the driveways on the premises or in other parking areas designated by the LANDLORD.
- Vehicles parked overnight in the street or in other unauthorized places may be towed away at the TENANT'S expense.
- Vehicles (including all previously mentioned) with loud exhaust systems are not permitted in the PARK, and must be properly muffled or removed from the PARK. LANDLORD reserves the sole right and discretion to determine what constitutes a violation of this rule.

6. CHILDREN.

- Children residing in a HOME shall be kept under the control of the TENANT at all times and shall behave in a quiet, orderly manner.
- The conduct of visiting children shall be the responsibility of the TENANT.
- The TENANT shall not permit any children visiting or their own, to enter any utility buildings, or any other areas so designated by the LANDLORD either by written notice, or designated signage.

7. PETS.

- TENANT is required to register his pet(s) with LANDLORD
- Maximum of (2) two pets
- TENANT must keep their pet on a leash and under control
- TENANT must pay for any damage or injury cause by their pet
- TENANT must remove pet waste from all areas.
- Pet may not be tethered to a stationary object.
- Pet may not enter PARK facilities.
- TENANT'S pet may not disturb other tenants right to enjoy their lots
- TENANT may not maintain a dog kennel(house) in PARK
- Pet must live in HOME, not outside.

If LANDLORD receives (3) three written complaints from other tenants that TENANT is violating these rules, TENANT must remove the pet from the PARK.

Any approved pet which, in the sole discretion of the LANDLORD, creates a nuisance, disturbs the peace and quiet of the PARK, or violates the provisions herein shall, at the request of the LANDLORD, be removed from the PARK immediately.

8. NOISE

a.) Personal Conduct:

- ❖ The TENANT and any children, guests or other invitees of TENANT will conduct themselves in a reasonably quiet manner so as not to disturb others.
- ❖ Noise levels shall be reduced between the hours of 10p.m. and 8 a.m. for the benefit of all residents.

- ❖ The TENANT shall be responsible for the conduct of any children, guests or other invitees of TENANT'S in the PARK and any person in or on the premises.
- ❖ Children are not to loiter on the street or on other tenant's yards, driveways, walkways, etc.

9. SIGNS

TENANT may place "For Sale" signs on his lot if they are trying to sell their home. These signs should not interfere with the right of any other tenants to use the common areas. If TENANT sells their home, TENANT must remove the "for sale" sign within (24) twenty four hours. TENANT cannot place another commercial sign in the PARK.

10. SALE OF HOME BY TENANT

TENANT may sell his home. If the new owner wants to live in the PARK, he must get LANDLORD'S approval prior to the purchase of TENANT'S home. LANDLORD will not unreasonably withhold any 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 RULES.

11. ARCHITECTURAL REQUIREMENTS

The following design criteria have been put into effect by the LANDLORD and are part of the PARK RULES. They are binding on each person who owns or occupies a HOME in this PARK.

The LANDLORD reserves the right to amend these criteria by giving notice, as provided in the LEASE.

a. GENERAL

The HOME, including all accessory items, features, and structures, shall be designed, constructed, installed, and maintained so as to blend in with its surroundings in a harmonious, comfortable, and traditional way.

b. SHAPE AND ARRANGEMENT

The shape of the building and any additions shall minimize the rectangular form of the HOME through the use of.

- Pitched roofs, including gables or pitched ends, and trim at eaves and rakes which emphasize the traditional form of the roof.
- By windows, sliding glass doors, arrangements and shape of window and window trim or shutters which reduce apparent length of the home and create comfortable additions.
- Porches, entrances, decks or patios, trellises, additions, or other features which subdivide the length of the home.

The following features are not to be permitted.

- Flat roofs on the HOME or on separate utility structures.
- Streamline shapes, including raised roof sections that are flat on top and which slope down to the main section of flat roof.
- Rounded ends.
- Projections or features on the front or rear ends of the HOME related to the towing of the HOME.

Exterior Materials

- Roofs which are pitched sufficiently to be visible from the street shall be constructed of asphalt shingles or other materials of similar scale and texture.
- Exterior siding shall be vinyl siding.
- Door and windows shall be constructed and arranged to have a traditional appearance appropriate to a home. Shutters and divided lights or snap-in muntin screens are permitted. Aluminum frames including frames for screens or storm sashes shall be finished in a non-metallic color, unless their apparent width is too narrow to be prominent in the overall appearance of the HOME.
- Trim shall be located and dimensioned in a pattern that contributes to the traditional character of the HOME. Trim materials shall complement the vinyl siding.
- Skirting shall be made of vinyl siding only; use of other skirting material must be approved by the LANDLORD.
- Lawn ornaments must first be approved by LANDLORD
- Fencing is only permitted to conceal fuel tanks.
- Consult LANDLORD before planting trees, making exterior LOT & HOME improvements, etc. to avoid problems with underground utilities, park rules, and township rules. (No trees or existing features may be modified, or changed without LANDLORD approval.)

a.) COLOR

The basic color of the Home shall be an earth tone shade. Prior to ordering a home, colors must be submitted to and approved by LANDLORD.

The color or colors for trim must be selected to match or harmonize with the basic color of the HOME.

The color or colors for any decks or accessory structures shall be selected to match or harmonize with the color scheme for the HOME and must be approved by LANDLORD.

b.) ACCESSORY BUILDINGS & STRUCTURES

Accessory buildings and structures must harmonize with the rest of the HOME in style, form, exterior materials, color, and appearance.

Awnings are permitted, but may not exceed the size of the HOME'S deck, and color must be approved by LANDLORD.

Storage Sheds.

- * Residents are permitted a maximum of one movable shed per lot, with a maximum size permitted by LANDLORD.
- o Sheds must be of wooden, A Frame construction, with t-111 siding or vinyl siding to match the home, painted to conform with the home, and have a shingled roof.
- o **ALL SHEDS MUST BE APPROVED BY LANDLORD PRIOR TO INSTALLATION.**

Decks are allowed provided they respect the building restriction lines for each lot. Decks must be constructed of pressure treated lumber for access to the home, also must have a railing installed around the perimeter of the deck. Only steps of pressured treated lumber are permitted; concrete, fiberglass or metal steps are not permitted. **PLANS SHOULD BE SUBMITTED TO LANDLORD FOR APPROVAL.**

ALL EXTERIOR HOME IMPROVEMENTS MUST HAVE THE WRITTEN APPROVAL OF THE LANDLORD PRIOR TO THE START OF THE IMPROVEMENT. A DETAILED PLAN IS REQUIRED BEFORE APPROVAL CAN BE GRANTED. A TOWNSHIP PERMIT MAY BE REQUIRED FOR EXTERIOR HOME IMPROVEMENTS. FAILURE TO COMPLY CAN RESULT IN REMOVAL OF ANY IMPROVEMENTS AT THE COST OF THE TENANT.